

STATE OF TEXAS §
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COUNTY OF TRAVIS §

**CONTRACT FOR FAMILY REUNIFICATION PROGRAM SERVICES
VISION QUEST NATIONAL, LTD. CONTRACT # AMSE1110
REQUEST FOR PROPOSAL # 694-11-0003
FEDERAL TAXPAYER IDENTIFICATION Number – 86-0278038
TEXAS TIN # 18602780381**

This contract is effective upon execution and is by and between the Texas Youth Commission, hereinafter **TYC**, and **Vision Quest National, LTD, 150 East Pennsylvania Ave, Suite 430, Downingtown, Pa 19335**, hereinafter **Service Provider**, for the provision of **Family Reunification Program Services in Harris County**. This contract, **Number AMSE1110**, will expire on **August 31, 2012**.

This contract is entered into under the authority of §61.045 and Title 12 of the 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 Best and Final Offer (BAFO) dated May 13, 2011 (Exhibit C)
3. Service Provider's Historically Underutilized Business (HUB) Subcontracting plan (Exhibit B);
4. Service Provider's proposal dated March 29, 2011;
5. RFP #694-11-0003 and Amendment A-001
6. Service Provider's Proposed Program Overview (Exhibit A)

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

Effective December 1, 2011, the powers and duties of the Texas Youth Commission will transfer to the Texas Juvenile Justice Department in accordance with Title 12 of the Human Resources Code. Thereafter, the rights and obligations of this Agreement shall bind and benefit the Texas Juvenile Justice Department.

I. MUTUALLY NEGOTIATED CHANGES

1. RFP # 694-11-0003, Section II, GENERAL INFORMATION, A. PERIOD OF PERFORMANCE, 2. is deleted.
2. RFP # 694-11-0003, Section II, GENERAL INFORMATION, A. PERIOD OF PERFORMANCE, 2. is inserted as follows: "The entire term of this agreement shall begin upon execution of the agreement and continue through August 31, 2012. The contract may be renewed for four (4) additional terms of one year, provided that both parties agree in writing to do so prior to the expiration date. Any renewals shall be at the same terms and conditions, plus any approved changes. The rates and services may be renegotiated based on performance and required service delivery. **In the event service provider continues to provide services after the term end date, service provider will be at risk of not being paid for services performed outside of term of the contract.** "
3. Professional Liability Insurance with the limits of: \$1,000,000.00 per claim.

II. 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 Reunification Program** services for the full term of the contract and any subsequent extensions. 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. 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 C, Best and Final Offer pricing, 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 four (4) years after the termination of the contract period, or for four (4) 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 four (4) years after the 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. Retention requirements for treatment and education records will be 18 years of age plus 10 years unless otherwise mandated by licensing requirements.**
- 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.

III. 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 at the rate as follows: **\$19.17 per day per youth**
- C. Terms of payment shall be in accordance with Chapter 2251, Texas Government Code and Texas Government Code 403.0551 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.
- E. Remove youth from Service Provider's program when conditions exist that threaten the health, safety and welfare of TYC youth in the program.
- F. At the time of referral, TYC will provide the service necessary information for referral into the Family Reunification Program.
- G. Approve all counselors prior to providing services to TYC youth based on criteria established by TYC.
- H. Maintain records of all approvals by TYC's Youth Services, Education, Treatment and Workforce Development Departments.

IV. 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

If applicable, 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 Quality Assurance Manager 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 & SUBCONTRACTOR’S

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 Section 231.006 of the Texas Family Code (relating to child support), contractor represents and warrants that Contractor is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate.

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.

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: SPECIALLY DESIGNATED NATIONALS 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: COMPLIANCE WITH §2161.253, TEXAS GOVERNMENT CODE, GOOD FAITH COMPLIANCE WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN

Service Provider certifies compliance with §2161.253, Texas Government Code. Service Provider agrees to make good faith efforts to implement the HUB subcontracting Plan. Service Provider agrees to submit to TYC monthly compliance reports (HUB Subcontracting Plan Prime Contractor Progress Assessment Report) for the term of the contract and any subsequent extensions.

ARTICLE 17: FINGER PRINT AND CRIMINAL BACKGROUND CHECKS

Service Provider will:

- As directed, provide information regarding persons providing services under this Agreement 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. 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 will not be allowed to work under this agreement. Any Service Provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker shall not work under this agreement until

the criminal background check is completed and approval is obtained from TYC's Director of Human Resources.

1. 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 under this agreement 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 in accordance with TYC policies and procedures. TYC's designated contact for criminal background checks is the Director of Human Resources (512) 459-2501.

ARTICLE 18: VIOLATION OF FEDERAL LAW RELATING TO RECONSTRUCTION EFFORTS AS A RESULT OF HURRICANES RITA, KATRINA OR ANY OTHER DISASTER AFTER SEPTEMBER 24, 2005

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting may be terminated and payment withheld if this certification is inaccurate.

V. GENERAL TERMS AND CONDITIONS

ARTICLE 1: RELATIONSHIP OF PARTIES – Independent Contractor

The Service Provider is acting as an independent contractor and is wholly responsible in providing the services under this RFP and 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. Should Service Provider subcontract any of the services required in this RFP, Service Provider expressly understands and acknowledges that in entering into such subcontract(s), TYC is in no manner liable to any subcontractor(s) of Service Provider. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this RFP.

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.

For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies,

concepts, research materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of TYC. All right, title and interest in and to said property shall vest in TYC upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in TYC, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to TYC. TYC shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof.

Service Provider must give TYC and/or the State of Texas, as well as any person designated by TYC and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Service Provider for the services rendered under this Contract.

ARTICLE 3: LIABILITY INSURANCE

- Section 1:** Service Provider represents and warrants that it will, within five (5) business days of executing this Contract, provide TYC with current certificates of insurance or other proof acceptable to TYC of the following insurance coverage: Standards Workers Compensation Insurance, covering all personnel who will provide services under this Contract; Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: \$500,000.00 minimum each occurrence; \$1,000,000.00 per general aggregate. 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 Quality Assurance Manager, upon request.
- Section 3:** The required insurance coverage must be maintained during the term of this contract and any subsequent extensions 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 for convenience by giving thirty (30) days notice and assisting in relocating youth in the program to other placements.

Section 2: TYC may terminate for convenience 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 with the Service Provider 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: THIS ARTICLE IS INTENTIONALLY LEFT BLANK

ARTICLE 10: CONTRACT RENEWAL

The contract will not be automatically renewed. The contract may be renewed provided that both parties agree in writing to do so prior to the expiration date. 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 including residential, educational or clinical services/programming 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.

Required notices will be provided to the Contract Specialist at **4900 North Lamar, Austin, Texas 78751**, and to the Service Provider at: **150 East Pennsylvania Ave, Suite 430, Downingtown, Pa 19335**,

ARTICLE 12: 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 13: 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. These procedures may also be used if a party is asserting a claim for breach of contract. Should these procedures not resolve claims for breach of contract, the procedures contained in Article 14 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 TYC Program Evaluator unless the problem specifically involves the TYC Program Evaluator, in which case, it will be submitted to the Quality Assurance Administrator.
 - c. Problems are resolved within ten working days; written responses will be sent to the individual or program that submitted it, TYC Program Evaluator and Quality Assurance Administrator.
- 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 Quality Assurance Administrator or Quality Assurance Manager if the problem wasn't resolved by the Quality Assurance Administrator. When appealed, the problem shall be resolved within 14 working days; responses will be sent to the individual or program who submitted it; TYC Program Evaluator; Quality Assurance Administrator; and Quality Assurance Manager.

ARTICLE 14: 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 15: 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 16: RIGHT TO AUDIT

Service Provider understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TYC or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Service Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Provider and the requirement to cooperate is included in any subcontract it awards.

Service Provider shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with TYC and State of Texas requirements. Service Provider shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Service Provider shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by TYC, the State of Texas or their authorized representatives. Service Provider shall cooperate with auditors and other authorized TYC and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TYC or the State of Texas. By example and not as an exclusion to other breaches or failures, Service Provider's failure to comply with this Section shall constitute a material breach of this Agreement and shall authorize TYC to immediately assess the liquidated damages for such failure. For purposes of this Section, the "State's property" includes, but is not limited to, "Work" as defined in the RFO. TYC may require, at Service Provider's sole cost and expense, independent audits by a qualified certified public accounting firm of Service Provider's books and records or the State's property. The independent auditor shall provide TYC with a copy of such audit at the same time it is provided to Service Provider. TYC retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this Agreement. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.003, Tex Government Code, the State Auditor may conduct an audit or investigation of the Service Provider or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by the Service Provider or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. This Agreement may be amended unilaterally by TYC to comply with any rules and procedures of the State Auditor in the implementation and enforcement of Section 2262.003. Under procedures provided by the State Auditor on September 5, 2003, in addition to the above, (1) the Service Provider understands that the acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds; (2) the Service Provider further agrees to cooperate fully with the State Auditor in the conduct of the audit or investigation, including providing all records requested; and (3) the Service Provider shall ensure that this paragraph concerning the authority to audit funds received

indirectly by subcontractors through the Service Provider and the requirement to cooperate is included in any subcontract it awards.

ARTICLE 17: PAYMENTS

Prior to authorizing payment to Service Provider, TYC shall evaluate Service Provider's performance using the performance standards set forth in all documents constituting this Contract. Service Provider shall provide invoices to TYC for Services performed. Invoices must be submitted no later than the 10th day of the month for which payment is requested. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Subject to the foregoing, TYC must make all payments in accordance with the Texas Prompt Payment Act, Gov't Code, Chapter 2251. Payments under this Contract are subject to the availability of appropriated funds. Service Provider acknowledges and agrees that payments for services provided under this Contract are contingent upon TYC's receipt of funds appropriated by the Texas Legislature.

Service Provider shall invoice Owner for work performed by vendor identification number, building, and purchase order number. Invoices must include the Contract number, the number of employees that worked on the job and the number of hours.

ARTICLE 18: ASSIGNMENTS

Without the prior written consent of TYC, Service Provider may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

ARTICLE 19: APPLICABLE LAW AND CONFORMING AMENDMENTS

Service Provider must comply with all laws, regulations, requirements and guidelines applicable to a Service Provider providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. TYC reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TYC's or Service Provider's compliance with all applicable State and federal laws, and regulations.

ARTICLE 20: DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES

Service Provider represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Service Provider has not been found to be liable for such practices in such proceedings. Service Provider certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

ARTICLE 21: EQUAL OPPORTUNITY

Service Provider represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

ARTICLE 22: ANTITRUST

Service Provider represents and warrants that neither Service Provider nor any firm, corporation, partnership, or institution represented by Service Provider, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly any contents of the proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

ARTICLE 23: NO CONFLICTS

Service Provider represents and warrants that Service Provider has no actual or potential conflicts of interest in providing services to the State of Texas under this Contract and that Service Provider's provision of services under this Contract would not reasonably create an appearance of impropriety.

ARTICLE 24: FINANCIAL INTERESTS; GIFTS

Service Provider represents and warrants that neither Service Provider nor any person or entity that will participate financially in this Contract has received compensation from TYC or any agency of the State of Texas for participation in preparation of specifications for this Contract. Service Provider represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Contract.

ARTICLE 25: FELONY CRIMINAL CONVICTIONS

Service Provider represents and warrants that Service Provider has not and Service Provider's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Service Provider has fully advised TYC as to the facts and circumstances surrounding the conviction.

ARTICLE 26: FALSE STATEMENTS; BREACH OF REPRESENTATIONS

By signature to this Contract, Service Provider makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Service Provider signed its Proposal with a false statement or signs this Contract with a false statement or it is subsequently determined that Service Provider has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Service Provider shall be in default under this Contract and TYC may terminate or void this Contract for cause and pursue other remedies available to TYC under this Contract and applicable law.

ARTICLE 27: FORCE MAJEURE

Except as otherwise provided, neither Service Provider nor TYC nor any agency of the State of Texas, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure or otherwise waive this right as a defense.

ARTICLE 28: DEBTS OR DELINQUENCIES TO STATE

The Comptroller is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the state. Service Provider agrees that, to the extent Service Provider owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Service Provider is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Service Provider agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

ARTICLE 29: BUY TEXAS

In accordance with Gov't Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Service Provider shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

ARTICLE 30: RECORDS RETENTION

Upon award, TYC will provide a copy of the General Administrative Policy regarding the State of Texas Records Retention Schedule.

ARTICLE 31: ABANDONMENT OR DEFAULT

If Service Provider is found to be in default under any provision of this Contract, TYC may cancel the Contract without notice and either re-solicit or award the contract to the next best responsive and responsible Respondent. In the event of abandonment or default, Service Provider will be responsible for paying damages to TYC including but not limited to re-procurement costs, and any consequential damages to the State of Texas or TYC resulting from Service Provider's non-performance. The defaulting Service Provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

ARTICLE 32: FUNDING OUT CLAUSE

This contract is subject to cancellation, without penalty, either in whole or in part if funds are not appropriated by the Texas Legislature.

ARTICLE 33: MERGER

This Contract contains the entire agreement between Service Provider and TYC and supersedes any prior understandings or oral or written agreements between TYC and Service Provider on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Contract and any attachments shall be valid unless in writing and executed by TYC and Service Provider.

ARTICLE 34: RECYCLED/REMANUFACTURED/ENVIRONMENTALLY SENSITIVE PRODUCTS

Texas State law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product proposed contains recycled material, please identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. "Post-consumer" means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of "environmentally sensitive."

ARTICLE 35: PROPRIETARY OR CONFIDENTIAL INFORMATION

Responses may include proprietary or confidential information. TYC will take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears.

ARTICLE 36: PUBLIC DISCLOSURE

No public disclosures or news releases pertaining to this RFP/Contract shall be made without prior written approval of the TYC.

ARTICLE 37: RIGHT OF OFFSET

In the event the TYC determines that Service Provider owes money to the TYC under any contract or purchase order, the TYC, upon providing Service Provider with written notice of its intent to offset, shall have the right to withhold monies due Service Provider with respect to this Contract or purchase order or with respect to any contract or purchase order with the TYC and apply such monies to the money due to the TYC.

ARTICLE 38: FEDERAL, STATE, AND LOCAL REQUIREMENTS

Service Provider shall 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. Service Provider is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation Insurance coverage. Service Provider shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Service Provider or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Service Provider shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from Service Provider's omission or breach of this Section.

ARTICLE 39: COMPLIANCE WITH APPLICABLE RULES, REGULATIONS, POLICIES, PROCEDURES, AND LAWS

- A. Service Provider shall provide services to TYC that are in compliance with all applicable local, state, and federal laws, rules and regulations now in effect or that become effective during the term hereof including but not limited to, Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age of Discrimination in Employment Act; the Immigration Act of 1990 and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IMRIRA) enacted on September 30, 1996; Code of Federal Regulations, Title 42, Part 2 (regarding information about drug and alcohol abuse offenders); Environmental Protection Agency (EPA) Rules and Regulations; Texas Code of Criminal Procedure; Texas Health and Safety Code, Chapters 85, 595, 611; Texas Administrative Code, Title 25, Chapter 403, Subchapter K (regarding offender identifying information); the Americans with Disabilities Act of 1990; the Civil Rights Act of 1991; Occupational Safety and Health Act (OSHA) of 1970; Section 231.006, Texas Family Code; Texas Government Code, Chapter 508, 783, 2254, 2259, and 2260; Local Government Code, Chapter 244; and any and all relevant federal and state financial cost principles and audit requirements; and any and all rules, policies and procedures established from time to time by the TYC.
- B. When differences between applicable standards exist, the higher standard, as defined by the TYC, will prevail.

ARTICLE 40: PATENT, TRADEMARK, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

Service Provider shall indemnify, save and hold harmless the State of Texas from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State's or Service Provider's use of or acquisition of any services or other items provided to the State of Texas by Service Provider or otherwise to which the State of Texas has access as a result of Service Provider's performance under this Contract, provided that the State shall notify Service Provider of any such claim within a reasonable time of the State's receiving notice of any such claim. If Service Provider is notified of any claim subject to this section, Service Provider shall notify TYC of such claim within five (5) business days of such notice. No settlement of any such claim shall be made by Service Provider without TYC's prior written approval.

Service Provider shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. Service Provider shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest. Service Provider represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.

ARTICLE 41: NO LIABILITY UPON TERMINATION

If this Contract is terminated for any reason, TYC and the State of Texas shall not be liable to Service Provider for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Service Provider may be entitled to the remedies provided in Government Code, Chapter 2260.

ARTICLE 42: LIMITATION ON AUTHORITY; NO OTHER OBLIGATIONS

Service Provider shall have no authority to act for or on behalf of TYC or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Service Provider may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the TYC.

ARTICLE 43: REDACTION CLAUSE

Redacted Electronic Copy: Under House Bill 3430, 80th Texas Legislature, (transferring §2177.052, Tex. Gov't Code, to Chapter 322, Tex. Gov't Code and redesignating it as §322.020) and as per the following requirements, no later than two (2) business days after Awarded Vendor's receipt of notice from Texas Youth Commission of Awarded Vendor's tentative contract award, the Awarded Vendor (and no other vendors) must deliver to Texas Youth Commission two (2) electronic copies of its complete proposal. Awarded Vendor shall deliver these electronic copies to Texas Youth Commission via overnight delivery in compliance with all of the following requirements:

- Two (2) CDs, each containing a copy of Awarded Vendor's Proposal, in searchable pdf format, which has excised, blacked out, or otherwise redacted information from its Proposal that Awarded Vendor reasonably considers to be confidential and exempt from public disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (this should be a de minimis portion, if any, of Awarded Vendor's Proposal, such as social security numbers). Each CD shall also contain an Appendix for Awarded Vendor's Proposal which provides a cross reference for the location of all information redacted by Awarded Vendor and a general description of the redacted information. These two (2) identical CDs should be entitled "For Public Release: Redacted Version of [Name of Awarded Vendor's Proposal and Exhibits: Texas Youth Commission's RFP No. 694-11-0003."
- The Texas Legislative Budget Board has now implemented this contracts database. For information regarding the LBB website, go to <http://www.statutes.legis.state.tx.us/SOTWDocs/GV/htm/GV.322.htm#322.020>
- See the LBB website at www.lbb.state.tx.us <<http://www.lbb.state.tx.us/>>. Texas Youth Commission shall upload to the LBB's contracts database the text of the complete contract (with limited redaction and appendix) no later than ten (10) days after date of contract award. In submitting a Proposal in response to this RFP, Vendors acknowledge that they understand and accept this requirement."

ARTICLE 44: SPECIFICATIONS

The services performed shall be in accordance with the purchase specifications herein. TYC will determine the answers to all questions that may arise as to the interpretation of the specifications and the quality or acceptability of work performed. TYC will decide the rate of progress of the work and the acceptable fulfillment of the service on the part of the Service Provider.

ARTICLE 45: ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY, STANDARDS, AS REQUIRED BY 1 TAC CHAPTER 213

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. 2) Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard"

(<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format.

Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

ARTICLE 46: NOTICE

It is good practice to designate who receives formal notices and the acceptable manner for the delivery of such notice in a contract. Examples of notice provisions include:

Delivery of Notices.

Any notice required or permitted to be given under this contract by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date of certified receipt if placed in the United States mail, postage pre-paid by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

Service Provider's Mailing Address.

The mailing address of the Service Provider for all purposes under this contract and for all notices hereunder will be: **VisionQuest National LTD, 150 E. Pennsylvania Avenue, Suite 430, Downingtown, Pa 19335 ATTN: Beth Rosica.**

Texas Youth Commission Mailing Address.

The address for all purposes under this contract and for all notices hereunder shall be sent by registered or certified mail with return receipt to: Texas Youth Commission, P. O. Box 4260, Austin, Texas 78765, Attn: Barbara Kelley, Contract Specialist, 2nd Floor.

ARTICLE 47: SUBSTITUTIONS

Substitutions are not permitted without the written approval of the Texas Youth Commission.

ARTICLE 48: TAXES

Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. An Excise Tax Exemption Certificate will be furnished upon written request to the Texas Youth Commission.

ARTICLE 49: PAST PERFORMANCE

A Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:

- A score of less than 90% in the Vendor Performance System,
- Currently under a Corrective Action Plan through the TYC,
- Having repeated negative Vendor Performance Reports for the same reason,
- Having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.). Contractor performance information is located on the CPA web site at: http://www.window.state.tx.us/procurement/prog/contractor_performance/

TYC may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), TYC may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of TYC, and any negative findings, as determined by TYC, may result in non-award to the Respondent.

ARTICLE 50: FEDERAL STATUTE incorporated by Reference

Drug Free Workplace Act of 1988 41 USC 701

ARTICLE 51: SMOKING

The Texas Youth Commission has a policy of being a smoke-free agency. The policy reflects our commitment to providing a healthy environment for all our employees and visitors. This policy prohibits smoking within any state building or on the grounds. Contractor, by acceptance of this contract, agrees to abide by this policy when on the property of TYC.

ARTICLE 52: CONTRACT TERM

The entire term of this agreement shall begin upon execution of the agreement and continue through August 31, 2012. The contract may be renewed for four (4) additional terms of one year, provided that both parties agree in writing to do so prior to the expiration date. Any renewals shall be at the same terms and conditions, plus any approved changes. The rates and services may be renegotiated based on performance and required service delivery. In the event service provider continues to provide services after the term end date, service provider will be at risk of not being paid for services performed outside of term of the contract.

Article 53: CONTRACT AMENDMENT

No other agreements, oral or written, shall constitute a part of this contract unless such is made in writing, executed by the parties hereto or their successors, and expressly made a part thereof. TYC reserves the right to make unilateral minor administrative changes to correct typographical errors or increase the "not to exceed" amount if necessary for continuation of services.

For the Texas Youth Commission:

Cheryl K. Townsend 7/29/11
Cheryl K. Townsend, Executive Director Date

For the Service Provider:

Bryan D... 8/3/11
Signature Date

Approved as to form:

David Giffen 7/15/11
TYC Attorney Date

IX. NAME AND DESCRIPTION OF TREATMENT PROGRAM

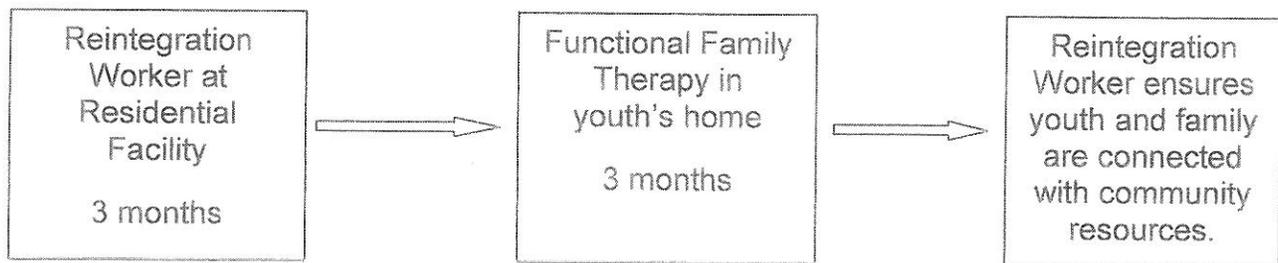
The proposed program will provide a continuum of services for both female and male youth, ages 10 to 19, and their families. The goals of the proposed program will be to:

- ✦ reduce youth's stay in a residential facility;
- ✦ reduce recidivism;
- ✦ improve behavior/emotional functioning of the youth and family members;
- ✦ Improve parent and family functioning; and
- ✦ reduce the overall service cost to the Texas Youth Commission.

Expected outcomes of this program, consistent with the TYC's outcomes will be:

- ✦ 50% of youth receiving services will not reoffend or be revoked while on parole;
- ✦ 50% of youth who successfully complete the program will not reoffend or be revoked within twelve months of service completion;
- ✦ 35% of youth who successfully complete the services will see a reduction in one or more risk factors; and an increase in one or more of their protective factors via the Community Positive Achievement Change Tool (C-PACT).

The design of the program can be illustrated as follows:



While discussed in the Transmittal Letter, it must be stressed that the proposed program will significantly decrease the cost to the Texas Youth Commission, while also facilitating positive outcomes within a shorter period of time so youth are not separated from their family and community for more time than is absolutely necessary.

VisionQuest's proposal seeks to maximize cost savings to TYC and at the same time, provide programming proven to produce results, including reduced recidivism. The proposed program is built on the concept of reducing residential lengths of stay by three months and using an evidence-based program that has consistently shown savings through cost-benefit analyses. By reducing every youth's residential length of stay by three months, TYC will save, on average, \$17,960 per youth (this is based on the response in the Q&A that the average residential cost is \$240 per day minus our cost for a six month program at \$3,640 per youth). In addition, by using the evidence-based, Blueprint model program, Functional Family Therapy, the Washington State Institute for Public Policy calculates a savings of \$31,800 per youth. The Washington State Institute

for Public Policy is the one of the premiere entities conducting cost-benefit analyses in the country. See Appendix A for a report that they published on cost savings for FFT.

VisionQuest's proposal could potentially save the state of Texas up to \$50,000 per youth while providing high quality services with proven outcomes.

REINTEGRATION SERVICES

VisionQuest will receive a referral seven months prior to a youth's anticipated discharge date. Within 30 days of the referral, a Reintegration Worker will begin to provide services for the youth and his/her family while the youth is still in placement. Concurrent with the services provided to the youth in placement, services will be initiated with the family to ensure that there is a sustainable and safe environment for the youth when discharged. The following services will be provided over this initial three-month time span:

- ✦ collaboration with facility's staff;
- ✦ assessment of youth/family's needs;
- ✦ monthly family contacts;
- ✦ monthly facility visits; and
- ✦ the development of an aftercare plan.

VisionQuest has been a pioneer in providing reintegration services for young offenders and has been part of the Philadelphia Reintegration Program since 2004, spearheaded by the MacArthur Foundation's Models for Change initiative. During this period, VisionQuest has combined its years of experience in treating young offenders with the realities of ensuring that youth return to their home communities as productive citizens. With this experience in providing reintegration services, VisionQuest has created the right mix of residential and community-based services that meet the requirements of Balanced And Restorative Justice, while at the same time, ensuring that youth are successful in meeting their goals. In 2009, with funding from the Commonwealth of Pennsylvania, VisionQuest expanded its programming and now provides reintegration services throughout the entire state using a model based on the Intensive Aftercare Program (IAP), a promising practice through the Office of Juvenile Justice and Delinquency Prevention. In providing reintegration services for seven years, VisionQuest has "ironed out all the kinks" and knows how to successfully provide services for youth and families within a facility that it does not operate and understands the general needs and conflicts experienced by youth and families before, during, and after placement. Consequently, VisionQuest has developed the expertise to operate successful reintegration services.

FUNCTIONAL FAMILY THERAPY

After three months of reintegration services provided while the youth is still in placement, and three months prior to the youth's original discharge date, youth will be discharged from placement into VisionQuest's care, thereby reducing the youth's time in

placement as well as significantly reducing the cost to the TYC. A transition meeting will be conducted with the youth, family, TYC representatives, the VisionQuest Reintegration Worker and the assigned VisionQuest Functional Family Therapist to ensure a seamless transition into the next step of the program. The youth and family will then receive three months of Functional Family Therapy (FFT), provided in the youth's home.

When the family successfully graduates from FFT, the Reintegration Worker will meet again with the FFT Therapist, the youth, and their family and will prepare a discharge plan, ensuring that the youth and family are connected with community resources they will need to maintain stability.

VisionQuest is currently providing FFT in Harris County and proposes to expand services in Houston as well as initiate services in Dallas/Tarrant County (located in the Dallas/Fort Worth area); and Bexar (located in San Antonio). If awarded a contract by the TYC as a result of this proposal, this expansion 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.

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.

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 are 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 organizations 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, Workforce Investment Boards, 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.

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.

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.

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 proposed FFT program 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.

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, Inc. and through in-service opportunities.

DATA MANAGEMENT, MONITORING, AND OUTCOME MEASUREMENT

As with VisionQuest's other FFT Therapists, FFT Therapists in the proposed program will become proficient with the utilization of the Clinical Services System (CSS) – an implementation tool developed by FFT, Inc. 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, Inc., 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.

STAFF TRAINING AND SUPERVISION

VisionQuest contracts with FFT, Inc. to provide training and clinical supervision of the staff. In addition, the FFT Therapists for the proposed program will be required to complete 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. 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, Inc.'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.

X. QUALITY ASSURANCE

In order to maintain the highest standards throughout VisionQuest, an internal cross-program evaluation and compliance system called the Comprehensive Centering Review for Continuous Quality Improvement (CQI) has been developed and implemented throughout the company. Program review data is collected and compiled three times a year, and then used to identify best practices and areas needing improvement. Upon completion of the evaluation, programs are rated and a summary report is reviewed with program team members. Accomplishments are recognized; program weaknesses require a written corrective action plan which is reviewed and monitored by VisionQuest's Executive Vice President.

VisionQuest also ensures compliance and excellence through an ongoing CQI process at the program level. At each program site, a multidisciplinary management team meets weekly to perform a systematic analysis of program operations and to plan strategic improvements. A Monthly Team Report is developed for all programs that includes standardized measures related to safety and other quality assurance parameters. VisionQuest's Executive Vice President meets with each program's leadership to review the report and areas for improvement.

To monitor the quality of its service delivery and meet the requirements of contracting entities, VisionQuest has developed and maintains a nationwide youth information and tracking system. Information is maintained and shared through the use of an extensive computer system developed and maintained by the staff of VisionQuest's in-house Information Technology Department. Computers are linked through local and wide area networks with a Voice over Frame Relay network.

A copy of VisionQuest's Quality Assurance and Performance Improvement Plan is included as Appendix G.



HUB SUBCONTRACTING PLAN (HSP)

In accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: **11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: VisionQuest National, Ltd State of Texas VID #: 18602780381
 Point of Contact: Beth Ann Rosica Phone #: 610-486-2280
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Solicitation #: 694-11-0003

SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- Yes, I will be subcontracting portion(s) of the contract.
(If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)
- No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
(If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#1) - Office Supplies	(#11) -
(#2) - Equipment purchase/rental - computers	(#12) -
(#3) - Office Rent/Operating Leases	(#13) -
(#4) - Building Repair & Maintenance	(#14) -
(#5) - Office furnishings	(#15) -
(#6) - Printer/Copier Rental	(#16) -
(#7) -	(#17) -
(#8) -	(#18) -
(#9) -	(#19) -
(#10) -	(#20) -

*If you have more than twenty subcontracting opportunities, a continuation page is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc>

Enter your company's name here: VisionQuest National, Ltd

Solicitation #: 694-11-0003

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # 1 Description: Office Supplies

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, **and** provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
<u>LONE STAR OFFICE SUPPLIES, INCORPORATED</u>	<u>1810621213900</u>	<u>03 / 24 / 2011</u>	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
<u>LUCKYDAY OFFICE SUPPLIES</u>	<u>1272400643700</u>	<u>03 / 24 / 2011</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
<u>SAGE WEST OFFICE SUPPLIES</u>	<u>1760144829700</u>	<u>03 / 24 / 2011</u>	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
<u>selection will be made once contract is</u>		<u>%</u>	<u>\$</u>	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
<u>awarded</u>		<u>%</u>	<u>\$</u>	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

n/a

Subj: **Subcontracting Opportunity**
Date: 3/24/2011 2:51:18 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: gayle@lonestarsupplies.com

LONE STAR OFFICE SUPPLIES, INCORPORATED
P O BOX 151616
AUSTIN, TX 78715
<http://www.lonestarsupplies.com>
gayle@lonestarsupplies.com
Vendor ID #: 1810621213900

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase office supplies and may contact you at that time.

Vicki Noltten-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

Subj: **Subcontracting Opportunity**
Date: 3/24/2011 3:07:39 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: info@luckydayofficesupplies.com

LUCKYDAY OFFICE SUPPLIES
14612A WALT WHITMAN TRL
PFLUGERVILLE, TX 78660-5397
<http://www.luckydayofficesupplies.com/>
info@luckydayofficesupplies.com
Vendor ID #: 1272400643700

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase office supplies and may contact you at that time.

Vicki Noltten-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

Subj: **Re: Subcontracting Opportunity**
Date: 3/24/2011 7:12:31 P.M. Eastern Daylight Time
From: cnokwam@gmail.com
To: AAMAIR@aol.com

Sounds good. Thank you for informing us.

Christopher Nnokwam
Manager
Luckyday Office Supplies

On Thu, Mar 24, 2011 at 2:07 PM, <AAMAIR@aol.com> wrote:

LUCKYDAY OFFICE SUPPLIES
14612A WALT WHITMAN TRL
PFLUGERVILLE, TX 78660-5397
<http://www.luckydayofficesupplies.com/>
info@luckydayofficesupplies.com
Vendor ID #: 1272400643700

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase office supplies and may contact you at that time.

Vicki Nolten-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

Subj: **Subcontracting Opportunity**
Date: 3/24/2011 2:50:27 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: susie@sagewest.com

SAGE WEST OFFICE SUPPLIES
1213 WEST LOOP N
SUITE 120
HOUSTON, TX 77055
<http://www.sagewest.com>
susie@sagewest.com
Vendor ID #: 1760144829700

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase office supplies and may contact you at that time.

Vicki Nolten-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # 2 Description: Equipment purchase/rental - computers

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

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- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

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- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
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Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
<u>OAS COMPUTER SUPPLIES, INC</u>	<u>1752406714100</u>	<u>03 / 24 / 2011</u>	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
<u>COMPUTER EXPRESS</u>	<u>1742650108000</u>	<u>03 / 24 / 2011</u>	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
<u>COMPUTER DECISIONS</u>	<u>1204200413000</u>	<u>03 / 24 / 2011</u>	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
<u>selection will be made once contract is</u>		<u>%</u>	<u>\$</u>	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
<u>awarded</u>		<u>%</u>	<u>\$</u>	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

Subj: **Subcontracting Opportunity**
Date: 3/24/2011 2:53:42 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: beckyv@oas-supplies.com

OAS COMPUTER SUPPLIES, INC.
3333 EARHART DR.
SUITE 120
CARROLLTON, TX 75006
<http://www.oas-supplies.com>
beckyv@oas-supplies.com
Vendor ID #: 1752406714100

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase computers and peripherals and may contact you at that time.

Vicki Nolten-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

Subj: **Subcontracting Opportunity**
Date: 3/24/2011 2:53:26 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: robert@cetx.com

COMPUTER EXPRESS
P O BOX 691547
SAN ANTONIO, TX 78249
<http://WWW.CETX.com>
robert@cetx.com
Vendor ID #: 1742650108000

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase computers and peripherals and may contact you at that time.

Vicki Nolten-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

Subj: **Subcontracting Opportunity**
Date: 3/24/2011 2:53:14 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: business@computer-decisions.net

COMPUTER DECISIONS
2646 SOUTH LOOP WESTSUITE 600
HOUSTON, TX 77054
business@computer-decisions.net
Vendor ID #: 1204200413000

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase computers and peripherals and may contact you at that time.

Vicki Nollen-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # 3 Description: Office rental

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.htm>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than **five (5) working days** from their receipt of notice to respond, **and** provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than **five (5) working days** prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
All Real Estate Brokerage, LLC	1421622783600	03 / 24 / 2011	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
H & M Real Estate Services	1271475908600	03 / 24 / 2011	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Crescent Real Estate Group	1203297410200	03 / 24 / 2011	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
selection will be made once contract is		%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
awarded		%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

Subj: **Subcontracting Opportunity**
Date: 3/24/2011 2:47:10 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: sales@allrealestatellc.com

All Real Estate Brokerage, LLC
825 S. R.L. Thornton Freeway (I-35)
Dallas, TX 75203
<http://www.allrealestatellc.com>
sales@allrealestatellc.com
Vendor ID #: 1421622783600

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to secure office space and may contact you at that time.

Vicki Nolten-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

Subj: **Subcontracting Opportunity**
Date: 3/24/2011 2:47:28 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: mallende@sacommercialre.com

H & M Real Estate Services
208 Queen Anne Ct
San Antonio, TX 78209
www.hmresa.com
mallende@sacommercialre.com
Vendor ID #: 1271475908600

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to secure office space and may contact you at that time.

Vicki Noltten-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

Subj: **Subcontracting Opportunity**
Date: 3/24/2011 2:41:23 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: ann@crescentrealestategroup.com

Crescent Real Estate Group
400 N Main St
Duncanville, TX 75116
www.crescentrealestategroup.com
ann@crescentrealestategroup.com
Vendor ID #: 1203297410200

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to secure office space and may contact you at that time.

Vicki Nolten-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

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SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # 4 Description: Building Repair & Maintenance

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting, architecture, landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
<u>BELL JANITORIAL SUPPLIES & SERVICES, INC</u>	<u>1750884214700</u>	<u>03 / 24 / 2011</u>	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
<u>VERICLEAN JANITORIAL SERVICES, LLC</u>	<u>1262293185000</u>	<u>03 / 24 / 2011</u>	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
<u>UNICA JANITORIAL SERVICES</u>	<u>1651316625200</u>	<u>03 / 24 / 2011</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
<u>selection will be made once contract is</u>	<u></u>	<u>%</u>	<u>\$</u>	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
<u>awarded</u>	<u></u>	<u>%</u>	<u>\$</u>	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

Subj: **Subcontracting Opportunity**
Date: 3/24/2011 2:58:36 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: susan@belljanitorial.com

BELL JANITORIAL SUPPLIES & SERVICES, INC
8701 JOHN W. CARPENTER FRWY
SUITE 210
DALLAS, TX 75247
<http://www.belljanitorial.com>
susan@belljanitorial.com
Vendor ID #: 1750884214700

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase janitorial services and may contact you at that time.

Vicki Nolten-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

Subj: **Subcontracting Opportunity**
Date: 3/24/2011 2:58:22 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: janna@vericleanservices.com

VERICLEAN JANITORIAL SERVICES, LLC
2114 TURKEY LEDGE STREET
SAN ANTONIO, TX 78232
www.vericleanservices.com
janna@vericleanservices.com
Vendor ID #: 1262293185000

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase janitorial services and may contact you at that time.

Vicki Nollen-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

Subj: **Subcontracting Opportunity**
Date: 3/24/2011 2:58:10 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: nancy@unicajanitorialservices.com

UNICA JANITORIAL SERVICES
8057 COLBI LANE
FORT WORTH, TX 76120
<http://www.unicajanitorialservices.com>
nancy@unicajanitorialservices.com
Vendor ID #: 1651316625200

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase janitorial services and may contact you at that time.

Vicki Nolten-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

Subj: **Re: Subcontracting Opportunity**
Date: 3/24/2011 10:17:18 P.M. Eastern Daylight Time
From: nancy@unicajanitorialservices.com
To: AAMAIR@aol.com
Great. I look forward to hearing back from you. Have a great day.

Nancy Galvan
Unica Janitorial Solutions LLC
817 797 1051

-----Original Message-----

From: AAMAIR@aol.com
Date: Thu, 24 Mar 2011 18:58:09
To: <nancy@unicajanitorialservices.com>
Subject: Subcontracting Opportunity

UNICA JANITORIAL SERVICES
8057 COLBI LANE
FORT WORTH, TX 76120
<http://www.unicajanitorialservices.com> <<http://www.unicajanitorialservices.com>>
nancy@unicajanitorialservices.com <<mailto:nancy@unicajanitorialservices.com>>
Vendor ID #: 1651316625200

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase janitorial services and may contact you at that time.

Vicki Nolten-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com <<mailto:aamair@aol.com>>

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SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # 5 Description: Office furnishings

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting, architecture, landscape architecture; land surveying, medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than **five (5) working days** from their receipt of notice to respond, **and** provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than **five (5) working days** prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
<u>OFFICE FURNITURE LIQUIDATORS II</u>	<u>1742893102000</u>	<u>03 / 24 / 2011</u>	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
<u>OFFICE FURNITURE INNOVATIONS, LLC</u>	<u>1760601250200</u>	<u>03 / 24 / 2011</u>	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
<u>EAST TEXAS OFFICE SUPPLIES, INC.</u>	<u>1752379691400</u>	<u>03 / 24 / 2011</u>	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
<u>selection will be made once contract is</u>	<u></u>	<u>%</u>	<u>\$</u>	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
<u>awarded</u>	<u></u>	<u>%</u>	<u>\$</u>	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

Subj: **Subcontracting Opportunity**
Date: 3/24/2011 2:55:43 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: oflclm@sbcglobal.net

OFFICE FURNITURE LIQUIDATORS II
11500 ROJAS DR, STE L
EL PASO, TX 79936
oflclm@sbcglobal.net
Vendor ID #: 1742893102000

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase office furniture and may contact you at that time.

Vicki Nolten-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

Subj: **Subcontracting Opportunity**
Date: 3/24/2011 3:11:23 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: jedison@ofillc.com

OFFICE FURNITURE INNOVATIONS, LLC
7026 OLD KATY ROAD, SUITE264
HOUSTON, TX 77024
www.ofillc.com
jedison@ofillc.com
Vendor ID #: 1760601250200

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase office furniture and may contact you at that time.

Vicki Nolten-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

Subj: **Subcontracting Opportunity**
Date: 3/24/2011 2:55:30 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: ETOSINTEXAS@HOTMAIL.COM

EAST TEXAS OFFICE SUPPLIES, INC.
P O BOX 1927
MARSHALL, TX 75671
ETOSINTEXAS@HOTMAIL.COM
Vendor ID #: 1752379691400

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase office furniture and may contact you at that time.

Vicki Nollen-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

Subj: **RE: Subcontracting Opportunity**
Date: 3/24/2011 4:32:33 P.M. Eastern Daylight Time
From: etosintexas@hotmail.com
To: aamair@aol.com

Dear Vicki,

We would love to help you with any office supply needs you will have! We are looking forward to working with you.

Thank you,

Stella Alexander
East Texas Office Supplies, Inc.
404 N. Washington St.
Marshall, TX 75670
Office: 903-938-9627
Fax: 903-938-9653

From: AAMAIR@aol.com
Date: Thu, 24 Mar 2011 14:55:30 -0400
Subject: Subcontracting Opportunity
To: ETOSINTEXAS@HOTMAIL.COM

EAST TEXAS OFFICE SUPPLIES, INC.
P O BOX 1927
MARSHALL, TX 75671
ETOSINTEXAS@HOTMAIL.COM
Vendor ID #: 1752379691400

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase office furniture and may contact you at that time.

Vicki Noltten-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

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SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # 6 Description: Printer/Copier Rental

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

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SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmb/hub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
<u>ADVANCED BUSINESS COPIERS</u>	<u>1202381023200</u>	<u>03 / 24 / 2011</u>	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
<u>COPIER CONSULTANTS</u>	<u>1760683736100</u>	<u>03 / 24 / 2011</u>	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
<u>PLATINUM COPIER SOLUTIONS, L.L.C.</u>	<u>1611535988300</u>	<u>03 / 24 / 2011</u>	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
<u>selection will be made once contract is</u>		<u>%</u>	<u>\$</u>	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
<u>awarded</u>		<u>%</u>	<u>\$</u>	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

Subj: **Subcontracting Opportunity**
Date: 3/24/2011 3:00:42 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: kkelley@advancedbusinesscopier.com

ADVANCED BUSINESS COPIERS
14925 STUEBNER AIRLINE #200
HOUSTON, TX 77069
<http://www.advancedbusinesscopier.com>
kkelley@advancedbusinesscopier.com
Vendor ID #: 1202381023200

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase a copier and may contact you at that time.

Vicki Nolten-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

Subj: **Subcontracting Opportunity**
Date: 3/24/2011 3:00:29 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: edarby@copierconsultantshouston.com

COPIER CONSULTANTS
P.O. BOX 681046
HOUSTON, TX 77268-1046
<http://www.copierconsultantshouston.com>
edarby@copierconsultantshouston.com
Vendor ID #: 1760683736100

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase a copier and may contact you at that time.

Vicki Nollen-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

Subj: **Subcontracting Opportunity**
Date: 3/24/2011 3:00:15 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: kimberly@platinumcopiers.com

PLATINUM COPIER SOLUTIONS, L.L.C.
1404 N. SAM HOUSTON PKWY. EAST
SUITE 130
HOUSTON, TX 77032
www.platinumcopiers.com
kimberly@platinumcopiers.com
Vendor ID #: 1611535988300

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase a copier and may contact you at that time.

Vicki Nollen-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com



HUB SUBCONTRACTING PLAN (HSP)

In accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: **11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.**

-- Agency Special Instructions/Additional Requirements --

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

a. Respondent (Company) Name: VisionQuest National, Ltd State of Texas VID #: 18602780381
 Point of Contact: Beth Ann Roslca Phone #: 610-486-2280

b. Is your company a State of Texas certified HUB? - Yes - No

c. Solicitation #: 694-11-0003

SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- Yes, I will be subcontracting portion(s) of the contract.
(If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)
- No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
(If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#1) - Office Supplies	(#11) -
(#2) - Equipment purchase/rental - computers	(#12) -
(#3) - Office Rent/Operating Leases	(#13) -
(#4) - Building Repair & Maintenance	(#14) -
(#5) - Office furnishings	(#15) -
(#6) - Printer/Copier Rental	(#16) -
(#7) -	(#17) -
(#8) -	(#18) -
(#9) -	(#19) -
(#10) -	(#20) -

*If you have more than twenty subcontracting opportunities, a continuation page is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc>

Subj: **Subcontracting Opportunity**
Date: 4/5/2011 11:24:14 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: info@texashubs.org

Texas Association of HUBs
PO Box 684726
Austin, TX 78768-4726
www.texashubs.org
info@texashubs.org

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase/secure the following items:

- Office supplies
- Office space
- Computers and peripherals
- Office furniture
- Janitorial services
- Photocopier

Once awarded a contract, we will contract you so that you can assist us in identifying possible vendors.

Thank you.

Vicki Noltten-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

Subj: **Subcontracting Opportunity**
Date: 4/5/2011 11:42:20 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: bids@wbea-texas.org

Women's Business Enterprise Alliance

9800 Northwest Freeway Ste 120

Houston, Texas 77092

<http://www.wbea-texas.org>
bids@wbea-texas.org

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase/secure the following items:

- Office supplies
- Office space
- Computers and peripherals
- Office furniture
- Janitorial services
- Photocopier

Once awarded a contract, we will contract you so that you can assist us in identifying possible vendors.

Thank you.

Vicki Noltten-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

Subj: **Subcontracting Opportunity**
Date: 4/5/2011 11:44:19 P.M. Eastern Daylight Time
From: AAMAIR@aol.com
To: Leondria@tricityblackchamber.org

Tri-County Black Chamber of Commerce

<http://www.tricityblackchamber.org/>

Leondria@tricityblackchamber.org

Please be advised that VisionQuest National, Ltd. is submitting a bid to the Texas Youth Commission in response to Solicitation # 694-11-0003 to provide Wraparound Services and a Family Reunification Program for TYC Youth in the Community. If we are awarded a contract, we will need to purchase/secure the following items:

- Office supplies
- Office space
- Computers and peripherals
- Office furniture
- Janitorial services
- Photocopier

Once awarded a contract, we will contract you so that you can assist us in identifying possible vendors.

Thank you.

Vicki Nolfen-Mair
Program Development Specialist
VisionQuest National, Ltd
e-mail - aamair@aol.com

Enter your company's name here: VisionQuest National, Ltd

Solicitation #: 694-11-0003

SECTION 9 - SELF PERFORMANCE JUSTIFICATION

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

- Yes If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.
- No If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

n/a

SECTION 10 - AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.


Signature

Beth Ann Rosca
Printed Name

VP-Business 4/5/11
Title Date

From: Beth Rosica [beth.rosica@vq.com]

Exhibit C

Sent: Friday, May 13, 2011 1:36 PM

To: Barbara Kelley

Subject: RE: BEST AND FINAL OFFER - FOR RFP # 694-11-0003 WRAPAROUND SERVICES AND FAMILY REUNIFICATION PROGRAM

Dear Barbara – Thank you for the opportunity to respond to the best and final offer for the above referenced bid. Our responses are below. Please let me know if you need anything else. Thanks, Beth Rosica

1. Please identify if you have taken any "Exceptions" to Request for Proposal # 694-11-0003 as issued. An "Exception" is defined as anything that does not conform to the RFP as written.

RESPONSE: VisionQuest has not taken any "Excpetions" to the above referenced RFP.

2. The Texas Youth Commission will not award a contract with any type of guarantee. The Texas Youth Commission RFP # 694-11-0003 reflects NO GUARANTEED REFERRALS and NO GUARANTEED PRICING. Please acknowledge that your proposal reflects no conditions of GUARANTEED REFERRALS OR GUARANTEED PRICING.

RESPONSE: VisionQuest acknowlegees that our proposal does not contain any conditions of Guaranteed Referrals or Gaurateed Pricing

3. Please define your best start up date by County.

RESPONSE: For all counties (Bexar, Harris, Ft Worth, and Dallas), VisionQuest will begin providing services on the date that the contract is executed.

4. The Texas Youth Commission is also requesting that you revisit your pricing. Please forward your Best and Final Offer by County.

RESPONSE: For all counties (Bexar, Harris, Ft Worth, and Dallas), VisionQuest's Best and Final Offer is \$19.17 per day

All requested information and your Best and Final Offer is due in my office by 7:00 a.m. on Tuesday, May 17, 2011.

An electronic e-mail submission is acceptable.

Thank you.

Barbara J. Kelley, CTPM, CTCM
Contract Specialist
Texas Youth Commission
512-424-6265
barbara.kelley@tyc.state.tx.us