

STATE OF TEXAS §
COUNTY OF TRAVIS §

CONTRACT FOR RESIDENTIAL SERVICES

This contract entered into on **February 1, 2005**, by and between the **Texas Youth Commission**, hereinafter **TYC**, and **Associated Marine Institute, Inc.**, non-profit corporation, **5915 Benjamin Center Dr., Tampa Florida, 33634**, hereinafter **Service Provider**, for the provision of residential services, located at **Rio Grande Marine Institute, Rt. 3, Box 377, Los Fresnos, Texas 78566**. This contract, **NUMBER RS05453**, will expire on **January 31, 2007**

This contract is entered into under the authority of §61 037 Human Resources Code, for the mutual considerations described in this contract

I. SERVICE PROVIDER

For and in consideration of the payment of fees for residential services, Service Provider will:

- A Obtain and maintain compliance with the TYC Core Standards for Residential Contract Program, attached as **Exhibit F**.
- B Adopt and maintain written policies that comply with the TYC Residential Standards, attached as **Exhibit A**, and incorporated into this contract as if set forth herein. Service Provider agrees that any amendment(s) made to the Standards in Exhibit A during the term of the contract apply to Service Provider's policies as of the effective date of the said amendment(s).
- C Comply with TYC Statement of Work Outline and Service Provider's Statement of Work Narrative and Budget, attached as **Exhibit B**, except to the extent it is in conflict with TYC Residential Standards and Statement of Work Outline, which take precedence over Service Provider's Statement of Work Narrative.
- D Maintain a meets standards overall performance measure rating with the TYC Performance Measures attached as **Exhibit C**
- E Implement and maintain a program for providing health care services
 - 1 Enroll eligible youth in Medicaid or other assistance programs for health care.
 - 2 For youth not eligible for Medicaid or other assistance programs for health care, obtain authorization and secure an encumbrance number from the TYC Quality Assurance Specialist prior to incurring expenses. These requirements do not apply in the case of a bona fide emergency, in which case notification will be given no later than the next working day after the emergency. Private insurance and governmental assistance programs will be utilized for health care when possible. Promptly send bills to the TYC District Office no later than five (5) days after receipt of the invoice. Costs incurred that do not meet these requirements are the responsibility of the Service Provider
- F Notify the Director of Juvenile Corrections in writing of all revenue sources and reimbursements from third parties for any and all costs or services associated exclusively with a youth served under this contract. Billing more than one revenue source for the same costs or services provided a single youth is prohibited and shall be recouped or administrative error sanctions shall be imposed as set forth herein. Neither a youth nor his/her parents or guardians will be required to pay for the support of the youth in the program, unless otherwise ordered
- G Submit claims to the TYC District Office on invoices bearing Service Provider's name and address no later than five (5) work-days from the last day of the month for which payment is requested. Invoices

must contain names of youth, TYC numbers and the dates present in the program. The youth is present for payment purposes when he/she is present until 12:01 a.m. or is authorized by the Quality Assurance Administrator to be away.

- H. Complete and submit annually to the TYC Director of Juvenile Corrections the TYC Cost Report for Residential Providers in accordance with the Overview of Rules and Procedures, attached as **Exhibit D**. The TYC Cost Report for Residential Providers is due on or before June 30 of the year following the end of Service Provider's fiscal year.
- I. Afford TYC access to TYC youth and all records and/or information on TYC youth at all times.
- J. Forward copies of all audits, monitoring, and investigative reports completed by any entity to the TYC Contract Specialist within five (5) work days of receipt.
- K. 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 that 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, provide facilities to TYC/designee to perform any of the functions listed in this subsection, as well as adequate and appropriate workspace and copier.
- L. Maintain all financial records in accordance with generally accepted accounting principles. Follow TYC fiscal management policies and procedures in submitting timely billing and maintaining financial records, programmatic and supporting documents, statistical records or any other records required to be kept under this contract.
- M. Maintain and retain records for a minimum of three (3) years and 90 calendar days after the termination of the contract period, or for three (3) years after the end of the federal fiscal year in which services were provided, whichever is longer. If any litigation, claims, disputes, or audit involving these records begins before the three (3) years and 90 calendar days period expires, the Service Provider will keep the records and documents until all litigation, claims, disputes, or audit findings are resolved. Resolution is when a final order is issued in litigation, or a written agreement is entered into between TYC and the Service Provider. Contract period means the beginning date through the ending date specified in the original contract or any amendments.
- N. Disclose in writing to the Director of Juvenile Corrections any transactions with related parties providing goods or services to the Service Provider, the cost of which is included in the rate per day paid by TYC.
 - 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 the 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, principle investors, owners, or managers and their relatives 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 contract termination.
- O. Comply with the Residential Contract Program Case Management Standards, attached as **Exhibit E** and incorporated into this contract as if set forth therein. Service Provider agrees that any amendment(s) made to the Standards in Exhibit E during the term of the contract apply to the Service Provider as of the effective date of the said amendment(s).
- P. Require any of Service Provider's employees or employees of subcontractors to cooperate with or testify in judicial proceedings, youth disciplinary hearings, legislative and administrative hearings or investigations, at the request of TYC. Service Provider will provide required documentation in a timely manner and provide office space and a telephone for youth disciplinary hearings, upon request.
- Q. Obtain an independent audit according to the following requirements:
1. If the Service Provider has contracted with a subcontractor to perform its primary management responsibilities, the independent audit shall be performed for the subcontractor's financial statements. Otherwise, the independent audit shall be performed for the Service Provider's financial statements.
 2. If more than \$400,000 is received annually under this contract, an annual independent audit must be obtained; otherwise a biannual independent audit must be obtained.
 3. The audited financial statements, notes, opinions, and, if applicable, the schedule of findings and questioned costs shall be submitted to the TYC Director of Juvenile Corrections no later than 30 days after receipt from the independent auditor. However, audited financial statements must be submitted no later than 10 months following the reporting period to the TYC Director of Juvenile Corrections.
 4. Independent audits must be performed according to Generally Accepted Auditing Standards and any other standards that apply to the Service Provider or subcontractor.
 5. The independent audit must be performed by a Certified Public Accountant or firm licensed to practice public accountancy in the state in which the audit is performed.
 6. The independent audit must comply with the Single Audit Act of 1984 if the Service Provider or subcontractor is a local government or non-profit organization.
- R. Ensure a computer setup with the following: Microsoft Office 2000 or XP (for Word documents and Excel spreadsheets), local Internet service provider (ISP) and an e-mail account.
- S. Notify TYC if Service Provider is or becomes a covered entity under the Health Insurance Portability and Accountability Act (HIPPA). Service Provider is to secure any HIPPA consent or authorization necessary to provide to or obtain from TYC protected health information.

II. TYC

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

- A. Determine which youth are eligible for referral to Service Provider's program and make appropriate referrals.
- B. Pay for services rendered by Service Provider at the rate of **\$95.56** Dollars per day per youth, including up to five (5) days that youth may be authorized to be away from the program. This

authorization may be granted and the limit can be extended for unusual circumstances by the TYC Quality Assurance Administrator.

- C. Pay for a placement for a youth up to three (3) days following an escape, only if the Service Provider agrees that the youth can return to the program.
- D. Terms of payment shall be in accordance with Chapter 2251, Texas Government Code and Texas Government Code 403.055(h) that "payment owing to the contractor under this contract will be applied toward elimination of the contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Comptroller administers or collects until the indebtedness or delinquency is paid in full."
- E. Pay health care bills authorized by the TYC Quality Assurance Specialist. Encourage the use of vendors who use the current Maximum Affordable Payment Schedule (MAPS) established by the Texas Department of Assistive and Rehabilitative Services. Provide assistance to the Service Provider on Medicaid procedures.
- F. Complete monitoring of Service Provider's program according to the formal monitoring schedule and standards developed by Central Office Contract Administration.
- G. Remove youth from the program within ten (10) days when Service Provider determines that the youth can no longer remain in the program due to treatment or behavioral issues.
- H. Remove TYC youth from Service Provider's program when conditions exist that threaten the health, safety and welfare of TYC youth in the program.
- I. Provide all required information for each youth referred to Service Provider.
- J. Assign a Quality Assurance Specialist for TYC youth in program and a Quality Assurance staff will make at least one on-site visit per month. If no youth are in program, visit is not required.
- K. Coordinate the formal 90 day Individual Case Plan Review.
- L. Provide amended Residential Contract Program Standards and amended Residential Contract Program Case Management Standards to the Service Provider in a timely manner.
- M. Provide access to TYC applications and information resources via web as needed.

III. CERTIFICATIONS

Article 1: Equal Opportunity

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

Article 2: Unfair Business Practices

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

Article 3: Franchise Taxes

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

Article 4: Asbestos Regulation Compliance

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

Article 5: Human Immunodeficiency Virus Services Act Compliance

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

Article 6: Communicable Disease Prevention & Control Act Compliance

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

Article 7: Federal Confidentiality Compliance

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

Article 8: Educational Requirement

Service Provider is responsible for implementing and ensuring that youth placed in their program are provided with the appropriate educational services as required by state and federal law.

Article 9: 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 10: Required Disclosure of Lobbyist Activity

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

Article 11: Notification to TYC of Subconsultants & Subcontractors

Section 1: TYC shall be notified of the selection and/or use of all subcontractors, or subconsultants regularly used by the Service Provider in performing or assessing the performance of Service Provider's duties under this contract if paid or anticipated to be paid an amount exceeding \$5,000.00 during the term of this contract, and they are subject to the approval of TYC; said approval will not be unreasonably withheld.

Section 2: No contractual relationship will exist between Service Provider's subconsultants or subcontractors and TYC. TYC shall have no responsibility whatsoever for the conduct, actions, or commissions (active or passive) of any subconsultants or subcontractors in the performance of their duties under this contract.

Section 3: Service Provider shall be solely responsible for the management of any subconsultants or subcontractors in the performance of their duties under this contract.

Article 12: Compliance with Child Support, §231.006, Family Code

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

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

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

NONE

Name, Social Security Number, Percent (%)

Name, Social Security Number, Percent (%)

Name, Social Security Number, Percent (%)

Name, Social Security Number, Percent (%)

Article 13: 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 14: 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 15: 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 16: 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.

IV. GENERAL PROVISIONS

Article 1: Relationship of Parties

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

Article 2: Indemnity

Service Provider agrees to be liable for, and hereby does indemnify and hold harmless TYC and its officers, directors, agents, employees and representatives from and against any and all liability for any and all claims, suits, demands, causes of action, and/or damages, (including costs of court and reasonable attorneys' fees) arising from or based upon misconduct, intentional or negligent acts or

omissions on the part of Service Provider, its officers, directors, agents, representatives, employees, or visitors which may arise out of or could result from this contract.

Article 3: Liability Insurance

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

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

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

Article 4: Confidentiality and Security

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

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

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

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

Article 5: Administrative Error Sanctions

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

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

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

Article 6: Termination

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

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

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

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

Article 7: Waiver

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

Article 8: Severability

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

Article 9: Contract Amendment

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

Article 10: Contract Renewal

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

Article 11: Notice of Changes

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

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

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

Article 12: Notice

Required notices will be provided to the Director of Juvenile Corrections at the TYC Central Office at 4900 North Lamar, Post Office Box 4260, Austin, Texas 78765; to the TYC District Office at 321 N. Center Ste. 4006, San Antonio, Texas 78201, to the Contract Specialist at 321 N. Center Ste. 4006, San Antonio, Texas 78201; to the Quality Assurance Administrator at 321 N. Center Ste. 4006, San Antonio, Texas 78201, to the Quality Assurance Specialist at 1810 W. Jefferson, Harlingen, Texas 78550; and to the Service Provider at 5915 Benjamin Center Dr., Tampa, Florida 33634.

Article 13: Venue

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

Article 14: Problem Solving in the Ordinary Course of Business

- Section 1:** The parties to this contract shall use the procedures contained in this article for routine problem solving including claims for breach of contract. Should these procedures not resolve claims for breach of contract, the procedures contained in Article 15 shall be followed thereafter.
- Section 2:** Informal Resolution: Contract Service Providers and TYC staff will communicate regularly and engage in informal problem solving efforts as a routine measure, thus preventing differences from becoming major problems. When routine measures have been exhausted, TYC staff are encouraged to utilize the following mechanism to resolve problems.
- Section 3:** Formal Resolution:
- a. Contract Service Providers or TYC staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution.
 - b. The statement of problem will be submitted to the TYC Contract Specialist unless the problem specifically involves the Contract Specialist, 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 Contract Specialist 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 if the problem was resolved by the TYC Contract Specialist; or Director of Juvenile Corrections if the problem was 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 Contract Specialist; Quality Assurance Administrator; and Director of Juvenile Corrections.

Article 15: Claims for Breach of Contract

- Section 1:** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used, as further described herein, by the Texas Youth Commission and Service Provider to attempt to resolve any claim for breach of contract made by the Service Provider.
- a. Service Provider's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, the Service Provider shall submit written notice, as required by Subchapter B, to the Executive Director. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Texas Youth Commission and the Service Provider otherwise entitled to notice under the parties' contract. Compliance by the Service Provider with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.
 - b. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the Service Provider's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Texas Youth Commission if the parties are unable to resolve their disputes under subparagraph A. of this paragraph.
 - c. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Texas Youth Commission nor any other conduct of any representative of the Texas Youth Commission relating to the contract shall be considered a waiver of sovereign immunity to suit.

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

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

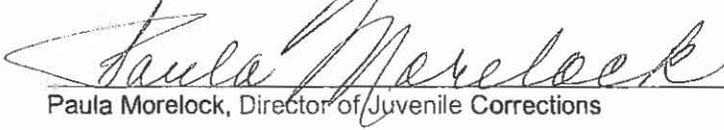
Article 16: No Third Party Beneficiaries

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

Article 17: Audit Clause

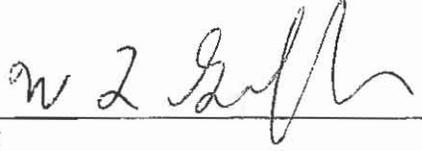
Service Provider understands that it and its subcontractors by accepting funds directly or indirectly under this contract are subject to the authority of the State Auditor or its successor entity to conduct audits or investigations pursuant to Chapter 2262 of the Texas Government Code. Service Provider shall include a clause in its subcontracts providing that its subcontractors are subject to the authority of the State Auditor or its successor entity to conduct audits or investigations. Failure to cooperate with the State Auditor may subject Service Provider to criminal penalties.

For the Texas Youth Commission:


Paula Morelock, Director of Juvenile Corrections

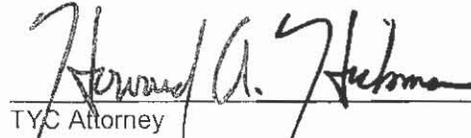
3/15/05
Date

For the Service Provider:


Service Provider

3/11/05
Date

Approved as to form:


TYC Attorney

3/4/05
Date

Contract Number: RS05453


TEXAS YOUTH COMMISSION
TYC RESIDENTIAL STANDARDS

Standard 137	Media
Standard 140	Incident Report
Standard 229	Program Completion
Standard 233	Sentenced Offender Program Completion
Standard 330	Resolution Program
Standard 350	Family Involvement
Standard 370	Furloughs
Standard 421	Moral Values, Worship and Religious Education
Standard 450	Clothing, Hair and Symbolic Expression
Standard 461	Youth Employment and Work
Standard 470	Youth Personal Property
Standard 485	Medical Care
Standard 486	Protective Custody
Standard 487	Suicide Alert Explanation of Terms
Standard 488	Suicide Alert for Secure Programs
Standard 489	Suicide Alert Non Secure Programs
Standard 491	Psychopharmacotherapy
Standard 492	Psychotropic Medication Related to Emergencies
Standard 510	Basic Youth Rights
Standard 511	Access to Attorneys and Courts
Standard 513	Use of Telephone
Standard 515	Youth Mail
Standard 531	Complaint Resolution System
Standard 533	Alleged Mistreatment
Standard 553	Appeal to Executive Director
Standard 610	Discipline System Overview
Standard 613	On Site Disciplinary Consequences
Standard 630	Conduct, Contraband and Dress
Standard 657	Level III Hearing Procedures
Standard 711	Control of Unauthorized Items Seized
Standard 721	Approved Restraint Equipment
Standard 723	Use of Force
Standard 735	Temporary Segregation of Youth Out of Control
Standard 737	Security Intake
Standard 739	Isolation
Standard 740	Security Program
Standard 790	Youth Search
Standard 851	Death of a Youth
Standard 890	Access to Youth Records
Standard 901	Living Environment and Personal Hygiene
Standard 902	Storage of Flammable Liquids and Materials

 **TEXAS YOUTH COMMISSION**

Statement of Work
Outline and Narrative
Statement of Work Budget

 **TEXAS YOUTH COMMISSION****PERFORMANCE MEASURES FOR
RESIDENTIAL PROGRAMS**

The following measures are for evaluating residential programs:

1. **Percent Positive Releases**
Percent positive releases will be defined as the percentage of persons released from the program by either being discharged from the agency or receiving a permanent assignment to another less restrictive program as defined by agency policy.
2. **Percent Negative Releases**
Percent negative releases will be defined as the percentage of persons releases from the program receiving a permanent assignment to another more restrictive program, or who are discharged from the agency due to further involvement in the juvenile or criminal court system.
3. **Escapes Per Year Per 10 Students**
The number of escapes from the program per year divided by the Average Daily Population divided by 10.
4. **Percent Escapes**
The percentage of youth permanently assigned to the program who escaped at least once.
5. **Felony Arrests Per Year Per 10 Students**
Felony arrests per year per 10 students will be measured by the number of arrests of students for felonies for the year divided by the Average Daily Population divided by 10.
6. **Misdemeanor Arrests Per Year Per 10 Students**
Misdemeanor arrests per year per 10 students will be measured by the number of arrests of students for misdemeanors for the year divided by the Average Daily Population divided by 10.
7. **Confirmed Mistreatment Per Year Per 10 Students**
Confirmed mistreatments during the measurement period divided by the ADP during that period divided by 10. Only Category I allegations that are confirmed will be included in the measure.
8. **Percent Early Movement**
Percentage of youth exiting the program within 30 days.

Performance measures are determined for each quarter in the State fiscal year. In addition, the service provider will be assigned a quarterly performance measure rating based on performance in the four most recent quarters. The rating will either be **meets standards** or **below standards**.

A **below standards** performance measure rating is defined as three or more performance measures below standard for at least two of the four most recent quarters. Any other pattern of performance is defined as a **meets standards** performance measure rating.

 **TEXAS YOUTH COMMISSION**

- The Business Manager for Contract Care may grant an extension for a maximum of thirty days. The Business Manager will respond to the request within ten workdays after receiving it.

Are there consequences for failing to submit a report or not submitting in a timely manner?

- The contract will be considered on probationary status until the cost report is received.
- A service provider's failure to submit the appropriate cost report or to submit it in a timely manner may result in sanctions.
- Sanctions may include withholding payment for services, a moratorium on future placements, and/or non-renewal or cancellation of the service provider's contract with TYC.

What training is provided and who must attend?

- All residential service providers are required to send at least one representative to an Annual Cost Report training session provided by the Texas Youth Commission.
- The service provider may send up to three staff to the training sessions.
- The service provider may attend sessions at any or all of the locations.
- TYC will provide training on an annual basis.

How will the cost report be used?

- The cost reports will be used to analyze cost data to meet the spirit of the State Auditor's recommendations. The results of the analysis will be used to negotiate fair and reasonable costs for services.
- The TYC Business Manager for Contract Care will log and track the receipt of all cost reports. The Business Manager will notify the Director of Juvenile Corrections and Contract Care of delinquent service providers to be put on probationary status.
- The Director of Juvenile Corrections and Contract Care will determine the appropriate sanction to be imposed on the service provider.
- The TYC Business Manager will review the cost reports for completeness and communicate any deficiencies to the service provider. The cost report will not be considered valid until all deficiencies are resolved.
- The TYC Business Manager may also request additional information.
- The TYC Internal Audit Department will complete desk reviews of all cost reports and submit their findings to the TYC Business Manager.
- The TYC may conduct on-site audits to ensure the fiscal integrity of service providers' programs.
- No specific criteria or schedule is set for on-site audits and the time and number of on-site audits may vary from year to year.
- The TYC has full responsibility for determining when and if an on-site audit will be conducted. Service providers will be notified prior to an on-site audit visit.

 **TEXAS YOUTH COMMISSION****TYC COST REPORT
FOR RESIDENTIAL PROVIDERS
COST REPORT RULES AND PROCEDURES**

How will the service provider receive a cost report?

- The Texas Youth Commission (TYC) Business Manager for Contract Care will distribute to each residential service provider under contract to TYC the TYC Cost Report for Residential Providers by April 30 of each year.

Who submits a cost report?

- All residential service providers are required to complete an annual TYC Cost Report for Residential Providers and submit to the Texas Youth Commission in accordance with the requirements of their contract with TYC.
- A service provider with multiple contracts with TYC must submit a separate cost report for each contract.
- The TYC has developed a cost report format appropriate for all programs.
- The cost report should reflect the cost for operating the facility and should therefore be completed by the entity operating the program. For example, if TYC contracts with a county and the county is not the entity responsible for operating the program, the cost report will be required from the operating entity, not the county.
- However, the contracting entity will be held responsible for ensuring that the cost report is completed and submitted on time, no matter who completes the cost report. Using the example above, the county will be responsible for ensuring that the operating entity completes and submits the cost report in a timely manner.

Are there exemptions for submitting a cost report?

- Service providers that have had a contract with TYC for less than six months at the end of their fiscal year are not required to submit a cost report.

When is cost report due?

- All cost reports will be due on or before June 30 of the year following the end of the service provider's fiscal year.

Are extensions granted?

- If circumstances exist that the service provider cannot reasonably meet the due date, a written request may be submitted prior to the due date. The request is submitted to the Business Manager for Contract Care, P. O. Box 4260, Austin, TX 78751 and must contain justification for the extension.
- If the contracting entity and the managing entity are not the same, the contracting entity should request the extension.

 **TEXAS YOUTH COMMISSION****RESIDENTIAL CONTRACT PROGRAM
CASE MANAGEMENT STANDARDS**

1. Provide a written Individualized Case Plan (ICP), with input from the TYC youth, and mutually agreed upon by the Service Provider's staff and the TYC Quality Assurance Specialist within thirty (30) days of placement. The plan will be written in a manner that the youth can understand and will include the following:
 - a. Specified behavioral goals and objectives that reflect at minimum the following areas: Academic, Behavior, Correctional therapy, Special Conditions, and Family Participation/Transition planning; and
 - b. The objectives must be specific, measurable, and include expected outcomes with time frames and strategies for achieving them.
2. Hold a monthly ICP review and notify the Quality Assurance Specialist five (5) workdays in advance of the review. The progress review documents the youth's progress in meeting ICP objectives, the behavior, progress in program, and any other relevant information. The Quality Assurance Specialist must participate in these reviews either in person or by phone. The Parole Officer is provided a written copy of the progress review within five (5) workdays after the meeting.
3. Hold a formal ICP review every ninety (90) days to assess the youth's progress in the program, to modify the Individual Case Plan where necessary to meet the best interests of the youth, to identify aftercare needs, and to review continued need for the placement based on treatment needs and assigned length of stay. The Quality Assurance Specialist must attend these reviews. The PO is requested to provide input. Families must be invited by written notice to attend and participate in the ninety (90) day reviews. A follow-up phone call is preferred.
4. Begin aftercare planning with the youth's first ICP in placement and include specific referrals and services identified for youth with input from family and Parole Officer. A final transition plan must be ready no less than thirty (30) days prior to the youth's release from the program and must have been developed with the family and Parole Officer. If the family cannot participate or be located, the justification is forwarded to the QAS.
5. Maintain program files on TYC youth in same order as TYC master file.
6. Develop a Phase Assessment Team consisting of at least three members that represents the Primary Service Workers, an educator and the direct care staff supervisor. This team will meet monthly to assess and document youth's progress through the program, develop ICP objectives, and assign a phase if the program is required to provide Remobilization. If the program is not required to provide Remobilization, the team will assign a phase that is equivalent to the ABC process.



TEXAS YOUTH COMMISSION

Statement of Work Outline

Completed by TYC Contract Specialist, Approved by QA Administrator, and Agreed upon by Service Provider.

Name of Service Provider: Associate Marine Institute

Name of Program Rio Grande Marine Institute

Name of Operating Entity: Rio Grande Marine Institute

Name of Contact Person Angee Hastings, Regional Director

1. LICENSE AND CERTIFICATION

Service Provider must obtain within the required time frame and maintain as current and in good standing any permits, licenses, or certifications identified in the outline/narrative or required by law to provide services pursuant to the contract:

Basic Requirements:

Attachment 1: Submit a copy of current License/Certification

Licensed by the Texas Department of Protective and Regulatory Services
Licensed as a: _____

Licensed by the Department of Health
Licensed as a: _____

Licensed by the Texas Rehabilitation Services
Licensed as a: _____

Licensed by the Texas Commission on Alcohol and Drug Abuse (TCADA)
Licensed as a: _____

Licensed by the Texas Department of Mental Health and Mental Retardation
Licensed as a: _____

Certified by the local Juvenile Board using applicable Texas Juvenile Probation Commission Standards
Certified as a: _____

Certified by the Texas Youth Commission

Other: _____

Additional Services:

Other: _____

2. STAFF RATIOS AND TRAINING

Basic Requirements:

Staff to youth ratios:

- 1 direct care staff to 8 youth during awake hours
- 1 direct care staff to 16 youth during sleep hours
- Other (indicate ratio and if a license requirement): 1 direct care staff to 8 youth during awake hours when population is between 1-24 and 31-32; 1 direct care staff to 10 youth when population is between 25-230

Only staff providing direct supervision to youth will be included in the staff to youth ratio. *Attachment 2: Attach staffing schedules for one month.*

Caseworker ratios:

- One caseworker to 16 youth
- Other-Caseworker (indicate ratio and if a license requirement): _____

Training Requirements:

Forty (40) hours of training annually for all staff. This includes training to meet license requirements. Certified/qualified trainers must conduct training. Annual training must include: CPR, Suicide Prevention, Basic Youth Rights, and Preventing Sexual Misconduct and Inappropriate Relationships. First Aid is required every three years. *Attachment 3: Submit a written certification that all staff will be fully trained within 60 days of employment date or current on their annual training and that all training will be performed by certified/qualified trainers.*

Certified restraint training. Narrative must name the technique to be used. *Attachment 4: Submit a written certification that all direct care staff will be trained within 60 days of employment in certified restraint training and prior to providing sole supervision to youth. Written certification must include the name of the restraint technique used.*

Other-Training _____

Additional Services:

- Awake night staff at a 1:12 ratio.
- 1:5 ratio during awake hours
- 1:1 staff to youth ratio
- One caseworker to 12 youth

One caseworker to 8 youth

Other (indicate ratio and if a license requirement): _____

3. **MEDICAL AND DENTAL SERVICES**

Basic Requirements:

- Implement and maintain an appropriate system for providing health care services to all TYC youth. The Service Provider will have an approved system that documents all services, i.e. tracking system and person responsible.
- Provide supervision for youth in hospital, according to the level of restriction of program, for example, high level of restriction requires 24 hr. supervision.
- Provide transportation for all health care services.
- Provide on-call physician to consult and determine appropriate treatment after hours.

Youth 18 years of age or younger in non-secure programs:

- Enroll youth in Medicaid. Complete and submit applications and report changes in status to the Texas Department of Human Services. The Service Provider will keep the QA Specialist informed of youths' medical conditions. The Service Provider will pay for all over-the-counter drugs (aspirin, antibiotic ointment, etc.) and medical supplies (Band-Aids, gauze, adhesive tape, etc.).

Secure programs and youth 19 years of age and older in non-secure programs:

- Identify for TYC, licensed and appropriate primary physicians, dentists, pharmacies, and other providers in the program's area. Document that the primary physician was consulted prior to visit to emergency room, except in the case of a bona fide emergency. TYC has final approval of all vendors. TYC pays vendors directly and does not reimburse Service Provider for medical services or prescriptions.
- Obtain authorization and secure an encumbrance number from the QA Specialist for health care services. TYC will pay vendors directly for all authorized services, including prescriptions. The Service Provider will pay for all over-the-counter drugs (aspirin, antibiotic ointment, etc.) and medical supplies (Band-Aids, gauze, adhesive tape, etc.).

Apartment Independent Living Programs:

- Enroll youth in governmental assistance programs.

Psychotropic Medications:

- For youth enrolled in Medicaid, obtain ongoing reviews according to TYC policy (Standard 491). The Service Provider will schedule these reviews with an approved Medicaid provider.
- For youth in secure programs and 19 years of age and older in non-secure programs, obtain ongoing reviews according to TYC policy (Standard 491). The Service Provider is responsible for scheduling these reviews and paying the psychiatrist.

- Provide training for all individuals who will be administering psychotropic medications by a registered nurse or pharmacist.
- Provide a monthly psychotropic report to TYC, whether youth are or are not prescribed psychotropic medications. The psychotropic drug report is due by the 5th of each month.

Additional Services:

- Provide policies and procedures for health care services.
- Provide on-call nursing services 24 hours a day for youth.
- Provide on-site nursing care 24 hours a day.
- Provide on-site nursing care 16 hours a day.
- Provide on-site nursing care 8 hours a day.
- Other: Provide on site nursing 20 hours a week

4. PSYCHIATRIC, PSYCHOLOGICAL AND TREATMENT SERVICES

Basic Requirements:

- Provide an approved cognitive behavioral management system that will improve the overall functioning of youth. The behavior management system, including the process from admission to program completion, the *system and groups must be described by the Service Provider* and approved by TYC; or
- Provide the TYC Resocialization program. Service Provider will attend all training and incorporate all written materials related to TYC Resocialization, including phase assessment and address the four cornerstones of Resocialization . All direct care staff of TYC youth will be required to complete a minimum of 24 training hours. All caseworkers must have 44 hours of Resocialization training. Staff approved to run behavior group and substitute for core group must have 36 hours of training. All staff must be trained in Resocialization within 120 days of employment date. All programs must have access to a qualified trainer of Resocialization.
- Provide family involvement initiatives, including visitation, special activities, or groups. *Briefly describe initiatives in the narrative.*
- Provide suicide alert policy, which must meet the requirements of TYC policy (Standards 486, 487, 488 and 489). *Identify staff positions and/or licensed mental health professions who provide assessment and treatment of youth on suicide alert.*

Additional Services:

Provide highly structured and appropriate clinical program to improve functions or maintenance of youth with severe emotional or behavior disorders with moderate to severe risk of causing harm to self

or others. Staff who have the primary administrative and clinical responsibilities to manage behavioral programs and therapeutic interventions must be one of the following and comply with the regulations of their licensing entity:

- Provide clinical program for emotionally disturbed youth
Provide qualifications, program responsibilities, number of mental health professionals per program, and number of hours providing services per week. Identify if required by license. Identify and describe services that specifically address emotional disturbance needs. Include clinical staff consultation and supervision of ED youth, therapeutic groups and individual counseling hours. Do not submit staff resumes or copies of license(s).
- Provide Sex Offender Treatment.
Provide qualifications, program responsibilities, number of hours providing services per week per youth and number of sex offender counselors per program. Identify if required by license. Do not submit staff resumes or copies of license(s).
- Provide Licensed Chemical Dependency Counselor;
Provide qualifications, program responsibilities, number of hours providing services per week per youth and number of LCDC counselors per program. Identify if required by license. . Do not submit staff resumes or copies of license(s).
- Provide Therapeutic Recreational Counselor;
Provide qualifications, program responsibilities, number of hours providing services per week per youth and number of therapeutic recreational counselors per program. Identify if required by license. Do not submit staff resumes or copies of license(s).
- Other: _____
Provide qualifications, program responsibilities, number of hours providing services per week per youth and number of positions per program. Identify if required by license. Do not submit staff resumes or copies of license(s).

5. **TARGET POPULATION**

- Male
- Female

Age(s)/Description 14-20

6. **DAILY LIVING SERVICES**

Basic Requirements:

- Provide youth and parent orientation to all program services and visitation procedures. Youth signature must support orientation. *Briefly describe in the narrative orientation to program services and visitation procedures, including supporting documentation, for youth and parents.*

- Provide a youth handbook for each youth. Youth signature must support receipt of handbook. *Briefly describe in the narrative procedure for going over the handbook with youth.*
- Provide a safe, supervised setting in a structure that is appropriate to the type of service and restriction level. *Describe in the narrative the facility location and structure, the sleeping rooms, and daytime activity and administrative areas. Describe the safe and/or secure features for your facility and how you account for youth on a daily basis.*
- Provide structured and supervised activities, **Attachment 5: Attach for a week, weekday and weekend schedules from wake up to bedtime. Include in the schedule all group activities, such as Resocialization core group, behavior groups, etc.**
- Provide daily structured and supervised recreational activities, including weekends. **Attachment 6: Attach a detailed schedule of recreational activities for a week.**
- Provide nutritional meals that meet all licensing standards and are certified annually by a registered dietitian. Nutritional requirements of youth must be met in accordance with the age, sex, activity level and any identified special physical or medical needs of the youth. Supper and breakfast must be no more than 14 hours apart. *Include in narrative sample menus, with portion sizes, for a full week. Attachment 7: Attach either a letter from the registered dietitian or contract with the registered dietitian acknowledging the services to be performed.*
- Provide one snack per day for youth. *Include in narrative, sample snack menus for a full week.*
- Participate in the federal school lunch program when education services are provided in the facility. *Describe participation in the narrative. Attachment 8: Submit written certification of participation in the school lunch program, or if in process of applying, provide completion date.*

Additional Services:

- Other: _____

7. EDUCATION SERVICES

Basic Requirements:

- Provide education services as required by state and federal law. *In the narrative, provide name/title of liaison to the local school district or TEA-approved charter school that provides educational service. Attachment 9: Submit a letter from the local independent school district or TEA-approved charter school acknowledging the program and confirming that services will be delivered to the youth assigned to the program.*

Additional Services:

- Provide year around school of 240 instructional days, with a minimum of 4 hours of instruction per day. *Describe in narrative how this will be provided, to include number of academic hours to be provided each day.*

- Provide on-campus school, delivered by local school district or TEA-approved charter school. *Attachment10: Submit a copy of a written, signed Memorandum of Understanding or Letter of Agreement between Service Provider and local school district or TEA approved Charter School outlining responsibilities of each party, including conflict resolution.*
- Provide G.E.D. preparation courses on-site. *Describe in the narrative courses, number of hours per day, and program to be provided.*
- Provide G.E.D. preparation courses in the community. *Describe in the narrative courses, number of hours per day, and program to be provided.*
- Provide access to G.E.D. testing center. TYC will pay for the initial tests, if the program is not the testing site. TYC payment for any subsequent tests must have prior approval by TYC. *Describe in the narrative the location of testing center.*
- Provide college level courses. *Identify local resources that will provide courses either on-site or in the community.*
- Provide Career Technology
Provide in the narrative a written description of course study.
- Provide continuing education. Service provider must provide reading and math courses for youth with G.E.D. or high school diploma. *Identify education courses.*
- Provide TYC approved Independent Living Preparation program.
Describe in the narrative the program that will be provided.
- Other: AMI Vocational Programming

8. CLOTHING

Basic Requirements:

- Provide adequate clothing, which is clean, properly fitted, not threadbare, and seasonally appropriate for all activities. Each youth will have their own underwear and socks. Laundry services will be sufficient to provide clean clothing, underwear and socks daily. *Submit clothing and linen lists in the narrative. Describe clothing and linen replacement procedures. Describe laundry and cleaning schedules.*

9. TRANSPORTATION SERVICES

Basic Requirements:

- Provide transportation of youth for services required by the statement of work, as well as, approved overnight visits away from the facility and supervised by program staff.

10. SECURITY MEASURES/PUBLIC SAFETY

Basic Requirements:

- Provide structured and supervised activities in a safe environment for a twenty-four (24) hour period, seven (7) days a week.

- Provide adequate procedures to ensure security of vehicles and facility keys.
- Provide for preventive maintenance and emergency repairs to facility.
- Provide adequate fire protection at the facility.
- Provide an emergency plan to deal with catastrophic events. *Describe briefly in the narrative the emergency plan. Attachment 11: Submit a copy of the Service Provider's emergency plan. Include program/administration notification and appropriate contact to designated TYC official.*

Additional Services:

- A secure, fenced perimeter; *provide in narrative a description of fence designed to prevent the egress of youth; and/or*
- Locked facility; doors must be remotely opened by staff or key controlled. *Provide in the narrative how the system works.*
- Security unit; *Narrative must define how youth are placed in the unit and how they get out of the unit, and how recreation and education services will be provided in security. All procedures must be in accordance with TYC policy.*
- Provide an alternate power source to maintain essential services in an emergency.
- Describe how youth assigned to the security unit, will be monitored by direct care staff.
- Other: _____

11. YOUTH COMPLAINT AND RESOLUTION SYSTEM

Basic Requirements:

- Participate in the TYC automated grievance system using carbon pre-numbered forms. Complete all required data entry. *Describe system in detail, including tracking system, data entry, person responsible, etc.*
- Provide a youth grievance system. *Describe system in detail, including tracking system, data entry, person responsible, participation of youth, and so forth.*

Additional Services:

- Identify position that will investigate allegations when investigations are assigned to the facility.
- Other: _____

12. YOUTH RIGHTS AND PRIVILEGES

Basic Requirements:

- Provide a basic statement that clearly outlines a distinction between youth rights and earned privileges. In the narrative, list privileges and behavior consequences.
- Provide youth access to religious activities of their choice. *Describe activities in the narrative.*

Additional Services:

Other: _____

13. TRUST FUND

Basic Requirements:

- Provide an adequate accounting system for youth's personal funds and provide education and guidance in money management. *Describe system in detail.*

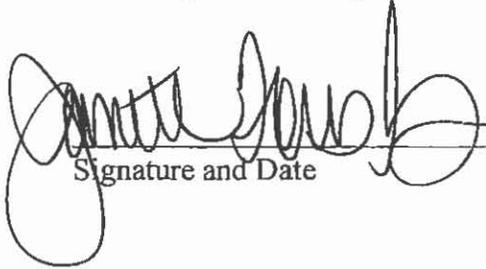
Additional Services:

Other: _____



Statement of Work Outline

Issued by Contract Specialist and Quality Assurance Administrator:

 12/19/04  12-20-04
Signature and Date Signature and Date

Agreed upon by Service Provider:

 March 31, 2004
Signature and Date