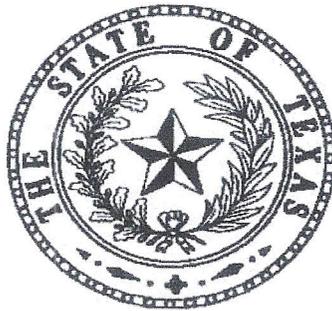




4900 North Lamar Blvd.
Austin, Texas 78751



REQUEST FOR PROPOSAL
RFP # 694-0-0852

TO PROVIDE:
RESIDENTIAL THERAPEUTIC GROUP HOME AND CHILD
PLACEMENT FOSTER CARE PROGRAMS FOR MALE AND FEMALE
JUVENILE OFFENDERS



Request for Proposal
TYC RFP # 694-0-0852 PROVIDE
RESIDENTIAL THERAPEUTIC GROUP HOME AND
FOSTER CARE PROGRAMS FOR MALE AND
FEMALE JUVENILE OFFENDERS

The purpose of the Texas Youth Commission Request for Proposal (RFP) # 694-0-0852 is to provide therapeutic foster care programs for male and female offenders. These services are to commence on **September 1, 2010**.

I. BACKGROUND INFORMATION

The Texas Youth Commission (TYC), an agency of the state of Texas, is responsible for the care and custody of juveniles with delinquent conduct who have been committed to the agency by the courts. TYC operates training schools, halfway houses, and provides parole supervision and other services. The agency also contracts with private individuals, agencies and organizations throughout the state to provide specialized care and treatment for TYC youth.

Human Resources Code, §61.037 provides TYC with the authority to contract for services. TYC is issuing **RFP # 694-0-0852** to contract for non-secure residential therapeutic foster care programs for up to 25 male and female offenders age 10-19. Programs may include either a therapeutic group home or foster homes.

TYC is seeking to provide a safe environment for youth requiring out-of-home residential care. This population will need individualized rehabilitative services to facilitate successful community reintegration. The Contractor will provide a safe and productive environment that retains youth at the program until their planned discharges; identify and effectively respond to all youth mental health, suicide and substance abuse problems; provide meaningful opportunities and services for youth that improve their educational, vocational, and cognitive competencies to help them succeed in the community; establish clear expectations of behavior and an accompanying system of accountability for youth and staff that promote a mutual respect, self-discipline and order; ensure equal and timely access to services and the protection of legal rights for youth and their families; respond to all youth medical and health problems through the use of professionally appropriate diagnostic, treatment and prevention protocols; and prepare youth for successful reintegration into the community through individualized planning and programming.

Respondents should note the following important deadlines and requirements:

TYC RFP # 694-0-0852 SCHEDULE OF ACTIVITIES	
June 24, 2010	• Issue TYC RFP # 694-0-0852
July 7, 2010	• Pre-Proposal Conference @ 1:00 p.m.
July 14, 2010	• Deadline for submitting questions
July 26, 2010	• Deadline for submitting proposals @ 10:00 a.m.
July 28, 2010	• Phase I – Screening, Validation, and Reference Checks • Phase II – Evaluations
August 3, 2010	• Phase III – On-Site Visits/ Oral Presentations/negotiations and best and final offers
August 10, 2010	• Phase IV and V – Decision and Notification to Respondents
August 17, 2010	• Execute Contract
September 1, 2010	• Program Start-up
September 1, 2010	• Commence services

II. GENERAL INFORMATION AND REQUIREMENTS

A. Contract Number and Name

The identifying number and title for this contract will be **TYC RFP # 694-0-0852 to provide residential programs or child placement services for male and female juvenile offenders.**

B. Contract Specialist Contact Information

The Contract Specialist for TYC RFP # 694-0-0852 will be Barbara Kelley, CTPM, CTCM, Texas Youth Commission, P. O. Box 4260, 4900 North Lamar (78751), Austin, Texas 78765 (512) 424-6265; FAX (512) 424-6337. The Contract Specialist will be the point of contact throughout the RFP process.

C. Eligible Respondents

Eligible Respondents are public or private, nonprofit or for profit organizations or individuals that meet the following requirements:

1. Private nonprofit organizations shall be incorporated and maintain good standing as a nonprofit corporation. Nonprofit organizations receiving funds from TYC shall have a governing body or board that bears full responsibility for the integrity of the fiscal and programmatic management of the organization. All Respondents must have legal authority to do business in Texas.
2. All management practices must include accountability for all funds and materials received from TYC; compliance with TYC rules, policies, and procedures and applicable federal and state laws, regulations; and correction of fiscal and program deficiencies identified through self-evaluation and TYC's monitoring processes.
3. Respondent shall be in good standing with any County, State or Federal agency that has a contracting relationship with the Respondent. Therefore, TYC will disqualify Respondents that have had a contract for similar services with a County, State or Federal agency terminated within the last 36 months for deficiencies in performance of the contract. TYC reserves the right to disqualify any Respondent for any other factor that played a role in terminating a contract with a County, State or Federal agency within the previous 36 months.

D. Withhold Proposal Award

TYC reserves the right to withhold a proposal award and to terminate its obligations under contract in the event that TYC is not granted funding in whole or in part to pay for this program.

E. Proposals Subject to Public Information Act

Proposals submitted by the Respondents in response to a request for proposals are subject to the Public Information Act, Chapter 552, Government Code. The proposals become public documents that are available for inspection at TYC or they may be duplicated and distributed to any person requesting such information in writing immediately following the announcement of the actions taken by TYC. The TYC will charge for copies of written information and the cost of mailing copies requested by the public.

F. Incurring Costs

The proposal preparation and submission costs are solely the responsibility of the Respondent. The Texas Youth Commission shall not provide reimbursement for any such costs.

G. Response to Questions TYC RFP # 694-0-0852

Information will be provided through a Pre-Proposal Conference at the Brown Heatly Bldg., Texas Youth Commission, 4900 North Lamar Blvd., Austin, Texas. The conference will be devoted to explaining the RFP requirements, and clarifying any programmatic issues. The conference will be held beginning at **July 7, 2010 at 1:00 p.m.**

It is TYC's intent that all programming questions asked and answered be made in the presence of those attending, therefore, the only questions which will be answered after the conference will be limited to forms completion and information regarding application submission.

Attendance at the Pre-Proposal Conference is optional. Persons or organizations that are considering submitting a proposal are advised and encouraged to attend. Attendees will have the opportunity to ask questions of the Texas Youth Commission program staff that may further clarify TYC expectations.

You may send questions in advance of the Pre-Proposal Conference to the Contract Specialist in writing. All questions will be answered during the conference. ATTN: Barbara Kelley - FAX # 512-424-6337 or e-mail at the following address: barbara.kelley@tyc.state.tx.us

Persons with disabilities who plan to attend the conference and who may need auxiliary aids or services are requested to contact the Contract Specialist, Barbara Kelley, 72 hours prior to the workshop so that appropriate arrangements can be made.

H. Deadline for Receipt of Proposals

The deadline for receipt of proposals is no later than **July 26, 2010 at 10:00 a.m.** Proposals may be mailed or hand delivered so they arrive in the office of the Contract Specialist on or before the deadline. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE CONSIDERED. No proposals will be accepted by FAX machine or E-mail.**

Mailed Proposals: To be considered, mailed proposals must be received by the Contract Specialist by the deadline at the following address:

Texas Youth Commission
P. O. Box 4260
Austin, TX 78765
ATTN: Barbara Kelley, Contract Specialist

Hand-delivered Proposals: To be considered, hand-delivered proposals must be received in the office of the Contract Specialist by the deadline at:

Texas Youth Commission
Brown-Heatly Building
4900 North Lamar
Austin, Texas 78751
ATTN: Barbara Kelley Contract Specialist

The Respondent should request a receipt at the time of delivery to verify that the proposal was received by the Contract Specialist on or before the due date and time. All proposals should be sealed at submission. There will be no formal opening of proposals.

I. Oral Presentations, Written Responses and On-Site Visits

Following the submission of proposals, TYC reserves the right to require oral presentations and/or written responses to questions submitted by the review committee for clarification by some or by all Respondents whose written proposals are determined to be responsive to the requirements established by TYC RFP # 694-0-0852. At TYC's discretion, on-site visits of some or all of the proposed sites may be made during any phase of the evaluation process.

J. Best and Final Offer

At the option of TYC, top ranked Respondents may be given an opportunity to submit a Best and Final Offer.

K. Validation of Proposals

As part of the evaluation process, TYC may choose to validate any aspect of the proposal. Validation may consist of on-site visits, review of records, reference checks, and/or confirmation of the information with third parties.

L. Rejection of Proposals

The Texas Youth Commission reserves the right to reject any and all offers received in response to this RFP and to cancel the RFP if it is determined in the agency's best interest. Issuance of this RFP in no way constitutes a commitment to award a contract or to pay costs incurred by any Respondent in its preparation. In the event no qualified Respondents are received, the agency may terminate the procurement effort, amend the request for

proposals in whole or in part, or extend the deadline for submission of proposals by a period of not more than 30 days. In the event that only a single qualified proposal is received, the Agency, at its sole discretion, shall either (a) proceed with contract negotiations, (b) terminate the procurement effort, (c) amend the request for proposals in whole or in part, (d) or extend the deadline for submission of proposals by a period of not more than 30 days.

M. Notification

TYC intends to notify Respondents of the results of the proposal evaluation process. Those selected for oral presentations and site visits will be notified accordingly.

N. One or More Contracts May be Awarded

TYC may award one or more contracts for residential services under this request for proposal. In order to meet the requirements of this solicitation, TYC at its discretion, may elect to award multiple contracts to achieve the bed capacity required by TYC.

O. Commencement of Services

The date for the commencement of services described in this request for proposal will be **September 1, 2010**.

P. Contract Period

The duration of this contract may be for a service period through August 31, 2011 with a stipulation to renew for four additional twelve month contract periods contingent on satisfactory contract performance, annual legislative appropriations, and mutual agreement of both parties. At the conclusion of the contracting period a risk assessment will be conducted on the program, as part of the decision-making process to renew or terminate the contract agreement.

III. PROPOSAL REQUIREMENTS AND FORMAT

One unbound original, five hard copies and one electronic copy either on a CD or USB flash drive of each proposal must be submitted to the Contract Specialist by the deadline and to the address in Section II, General Information and Requirements, Paragraph H. This is a minimum requirement for submission of proposals. Proposals that do not meet this requirement may be disqualified.

All proposals must be sealed and will not be opened by TYC until after the deadline for submission; however no formal proposal opening will occur. The Contract Specialist or designee will open all proposals. **TYC will consider only those proposals actually received within the established deadline for submission.**

- A. All proposals must be typed double spaced on 8 1/2 X 11" paper and be clearly legible and secured with a clip or put in a binder or folder. The proposal must follow the sequence outlined and respond to all questions.
- B. Respondent must complete and sign all required documents and forms.
- C. The Respondent should include a Table of Contents with each section clearly tabbed to make the information within the proposal readily accessible. **The proposal should contain the following completed items in the following sequence as well as the required Exhibits.**

Tab 1. Respondent Data Form (Exhibit A). A completed Respondent Data Form is a minimum requirement for proposals. Proposals that do not include a completed Respondent Data Form may be disqualified.

Tab 2. Assurances and Certification Form (Exhibit B). A completed and signed Assurances and Certification Form is a minimum requirement for proposals. If any assurances are marked "NO", Respondent's proposal will be disqualified.

Tab 3. Rate and Financial Information (Exhibit C)

- A. Rates and Certification Statement of Respondent.
- B. Demonstrate sufficient resources necessary for start-up and continued operations.
- C. Budget Information and Certification Form.
- D. Description of components of central office allocated costs (if applicable).
- E. Commitment to participate in USDA school lunch and breakfast programs (if applicable).
- F. Most Recent Audited Financial Statement.

G. Intent to apply for all benefits available to youth. List those benefits.

Tab 4 HUB information and HUB Subcontracting Plan (Exhibit D)

- A. Respondent must represent and certify as part of its offer that it is, or is not, a HUB certified by the Texas Procurement and Support Services (TPASS).
- B. Respondent completes signs and submits the HUB Subcontracting Plan.

Tab 5. Respondent History, Experience, Credentials, and Requirements

- A. History, experience, and qualifications, include experience with state and federal contracts.
- B. Proposed Program Overview (ONE PAGE).
- C. Experience in providing services to juveniles.
- D. Experience in providing programs for juveniles ages 10 – 19.
- E. Types of treatment provided to this population, including assessment tools used.
- F. Staff organizational chart of the Respondent.
- G. Relationship of parent organization to Respondent.
- H. List of references.
- I. List of contracts terminated within the previous 36 months (if applicable).
- J. Affirmative action policy or plan.
- K. List of members of governing body and/or advisory group (if applicable).
- L. Litigation involvement within the past 5 years.

Tab 6. Site and Facility Specifications

- A. Facility Description.
- B. Define other agencies or groups under contract or anticipated contracts in the same facility.
- C. Type of Program.
- D. Sleeping areas for youth.
- E. Recreational Space for juvenile offenders.
- F. Medical Room. (if applicable)
- G. Location and space for Educational services.

Tab 7. Program Implementation and Commencement of Services

- A. Ability, Resources, and Commitment to Commence Services.
- B. Start-up Plan/Schedule.
- C. Time table of Activities.
- D. Notification of state and local Officials and the community.
- E. Resumes of key personnel.
- F. Computer Setup.
- G. Staff Training.
- H. All license held by staff and faculty.

Tab 8. Program Components and Narrative (Exhibits E, F, G, & I)

- A. Contractor Clinical Focus Narrative.
- B. License and Certifications of program staff.
- C. Contractor Clinical Program Policies and Procedures.
- D. Target Population.
- E. Transportation.
- F. Staff Requirements and Training.
- G. Hours of Operation and Program Schedule.
- H. Assessment Tools.
- I. Health Care/Medical Services.
- J. Educational Services.
- K. Clothing, Nutrition, and Hygiene Items.
- L. Food Services.
- M. Treatment Services (onsite and contracted services), include qualifications of providers.
- N. Handling Youth Rights, Youth Complaint and Resolution System, and Personal Funds.
- O. Behavioral Management/Modification System.
- P. Privilege System.
- Q. Sample of case plan utilized by program.
- R. Literature review to support and validate programming offered.
- S. Understanding and Acceptance of TYC Contract Provisions, Certifications and Representations.
- T. Agreement to execute Contract at time of award.

Tab 9. Quality Control Plan/Measures of Performance and Quality of Services (Exhibit H)

- A. Detail of Quality Control Plan.
- B. Acceptance to Allow TYC to conduct monitoring and to full cooperation in the process.
- C. Understanding of TYC Contract Care Performance and Quality of Services Measures.
- D. Take appropriate action to correct findings and deficiencies.
- E. Monitor day-to-day operations.
- F. Monitor activities of consultants, subcontractors, subcontractor's employees, and volunteer workers.

IV. FINANCIAL COMPONENTS

- A. Respondent must provide a current audited Financial Statement of the Respondent and parent organization.
- B. Respondent must demonstrate sufficient financial resources necessary for the initial program start-up and continued operations.
- C. Respondent must complete the Budget Information and Certification Form, Exhibit C, page 1, providing the requested information. The Respondent, or its authorized representative, must sign page 1 of Exhibit C. A completed and signed Budget Information and Certification Form is a minimum requirement for proposals. Proposals that do not include a completed and signed Budget Information and Certification Form shall be disqualified.
- D. If administrative overhead is included in Exhibit C, Budget Worksheet, page 2, Respondent must provide a short description of the items included in this cost and how this cost will benefit the proposed program.
- E. Respondent must state its willingness to apply for, and participate in, the USDA school lunch and breakfast programs. Respondent must report Food Cost in Exhibit C, page 2, Budget Worksheet, net of USDA reimbursement.
- F. The basis for monthly payments will be issued on a per day per youth basis. The per day per youth payments will not commence until TYC youth are actually placed in the program. **TYC will not accept proposals containing minimum guarantees.**
- G. Respondent must state its willingness to apply for and participate in, all services available to youth.

V. RESPONDENT HISTORY, EXPERIENCE, CREDENTIALS AND REQUIREMENTS

- A. Respondent must provide a narrative statement of its history, experience and qualifications including cultural diversity of the Respondent's organization as well as a description of cultural sensitivity in the provision of services.
- B. Respondent must describe experiences in providing services to male and female juvenile offenders in a home substitute, either group home or foster care setting specifically for the population described in TYC RFP # 694-0-0852.
- C. Respondent must submit a complete staff organizational chart.
- D. Respondent must, if there is a parent organization, explain how the parent organization's functions relate to the proposed program.
- E. Respondent must provide a list of at least three (3) references, including contact name, address, telephone numbers and e-mail addresses. These references must be knowledgeable of the Respondent's previous projects or experiences related to TYC RFP # 694-0-0852. This is a minimum requirement for proposals. Proposals that do not include at least three references may be disqualified.

Current employees of the Texas Youth Commission are not acceptable references.

- F. Respondent must provide a list of contracts with any State or Federal agency that were terminated within the previous 36 months, including the agency name, services provided, and reason for termination. In addition, provide information regarding any litigation Respondent has been involved in within the last five (5) years. This information must be updated during the RFP process.

- G. Describe any existing affirmative action policy or plan. If such a plan is not available, provide a statement that the Respondent will not discriminate against any employee or person seeking employment because of race, religion, sex, color, national origin or non-job-related disability.
- H. **For nonprofit and for profit private or public organizations**, attach a list of current members of the governing body with the term of each member and the officers. Include the addresses and telephone numbers of the officers. Indicate whether any members are employees of the organization.
For partnerships, attach a list of partners. Include the addresses and telephone numbers of the partners.
- I. If Respondent has an advisory group, include the addresses and telephone numbers of the members.
- J. **Historically Underutilized Business**
TYC promotes and encourages contracting and sub-contracting opportunities for State of Texas Historically Underutilized Businesses (HUBs). Successful Respondents are strongly encouraged to sub-contract with HUBs and may obtain assistance from TYC to identify available HUBs, prior to, and after the award of any contracts from TYC RFP. TYC and its contractors shall make a good faith effort to meet or exceed the statewide HUB participation goals set by the Texas Comptroller of Public Accounts for the following categories: Heavy construction other than building contracts (11.9%), Building construction contracts (26.1%), Special trade construction contracts (57.2%), Professional service contracts (20.0%), Other service contracts (33.0%), and Commodity contracts (12.6%). TYC uses TPASS policies regarding HUBs.
1. Respondent must state whether it is a Texas Certified Historically Underutilized Business (HUB). If yes, submit a copy of registration.
 2. Respondent must submit a HUB Subcontracting Plan (HSP). The forms for completing the HSP are attached as Exhibit D. A proposal submitted in response to this RFP that does not contain a HUB Subcontracting Plan, or if the plan submitted is determined not to be in good faith, will be considered non-responsive and be disqualified. The link to the TPASS internet site for information regarding the HSP is:

<http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>
 3. Respondent must state its willingness to submit monthly compliance reports regarding its HSP.
- K. Please describe all procurement preferences to which you are entitled under the Texas Government Code, such as Disabled Service Veteran or Services from Economically Depressed or Blighted Areas.

VI. SITE AND FACILITY SPECIFICATIONS

In general, the proposed program must be located in foster homes or a group living setting that provides adequate and appropriate space for up to 25 TYC youth according to the license or certification.

- A. Respondent must:
1. Provide the address of the proposed facility/foster homes
 2. Describe the site and surrounding environment. Facilities/foster homes located in a metropolitan area will be evaluated more favorably.
 3. Describe the layout of the facility/foster homes and include floor plans as part of the response.
 4. State whether the proposed facility/foster homes will be owned or leased.
 5. Provide a short and concise description of the program's emergency plan for dealing with catastrophic events.
- B. If the proposed facility will also house other programs:
1. Respondent must describe these programs, providing the ages and gender of the juveniles that may be assigned.
 2. Respondent must describe how TYC youth will interact with youth in the other programs, for example, during mealtimes, medical and dental appointments, and visitation.
- C. Respondent must describe features of the facility that provide space for indoor and outdoor recreational areas and equipment.

VII. PROGRAM IMPLEMENTATION AND COMMENCEMENT OF SERVICES

- A. Respondent must demonstrate the ability, resources, and the commitment to commence the services described in this request for proposal and be able to accept TYC youth into the proposed program on September 1, 2010.
- B. Respondent must describe and provide a time table for the activities to be performed to operationalize the program. For example, preparation of the site, recruiting, hiring, training staff, developing policies and procedures, and start-up of services.
- C. Respondent must provide documentation that state and local officials and the community have been notified and support the project as required in TYC General Administrative Policy 81.61, which is included as Exhibit E. Because of the different circumstances facing Respondents, TYC will assist successful Respondents in complying with TYC General Administrative Policy 81.61.
- D. Respondent must include the capability to maintain a computer setup with the following minimum requirements: Microsoft Office 2000 or XP or more recent versions (for Word documents and Excel spreadsheets), a local Internet service provider (ISP), and e-mail addresses for program management, caseworkers, and healthcare staff. Respondent must provide a sufficient number of computers for normal business communication. The Provider will be required to enter youth and facility incident information into TYC's Correctional Care System, Youth Grievance System, and Incident Reporting Center.

VIII. STATEMENT OF WORK, PROGRAM REQUIREMENTS AND NARRATIVE

All Program Components are minimum requirements and must be documented as to willingness and ability to comply with each one in order for the proposal to be considered responsive.

Respondent will address in its proposal each of the requirements in this section. The narrative should describe how each requirement will be met and any additional pertinent information. The narrative should be concise and focused, without extraneous material that is not required by the RFP.

A. Program Focus

Respondent must describe their program to include but not limited to:

1. The goals and objectives that it will set forth to accomplish the expectations of TYC RFP # 694-0-0852.
2. The maximum number of youth in the proposed program.
3. Whether the proposed program will be located in a co-ed habitation.
4. Whether the proposed program is a group home or child placement services.

B. License or Certification

1. The Respondent must be licensed or certified. Residential service providers must be licensed or certified under:
 - a. Texas Department of State Health Services (DSHS) Standards (related to mental health, health care, substance abuse and family and protective services); or
 - b. Texas Department of Family and Protective Services (DFPS) Standards; or
 - c. Texas Juvenile Probation Commission (JPC) Standards.

Respondent must submit a copy of the license or certification with their proposal. TYC will accept proposals from respondents who have begun the licensing or certification process, provided the process will be completed and facility licensed or certified prior to commencement of the services described herein.

2. Describe any ACA accreditation or plans to become ACA accredited. Respondents should also describe a willingness to become ACA accredited, should TYC request such accreditation. Respondents should review Senate Bill 103, specifically Section 19, Subchapter B, Chapter 61 of Human Resource Code, Section 61.023. See attached Exhibit I. Respondent is also encouraged to consider incorporating national performance standards for juvenile community-based programs.

C. TYC General Administrative Policies (Rules) and TYC Standards

1. Respondent must state its willingness and ability to comply with all assigned TYC Rules and all related Standards and any subsequent amendments to these policies and standards, which apply to residential programs. These policies can be reviewed at the TYC Internet Home Page:

(<http://austin.tyc.state.tx.us/Cfinternet/gap/index.html>).

If there are subsequent changes to the applicable TYC Policies that result in a significant change in the scope of work for providing services, TYC will negotiate in good faith regarding these changes that affect the rate.

Please be advised that Federal Prison Rape Elimination Act Standards are being developed. TYC will comply with the final versions of these standards and will require compliance from any successful responders.

2. A successful Respondent must agree to the terms and conditions stated in the TYC Contract for Residential Services before commencement of services. The provisions that apply to all residential contractors in the TYC Contract for Residential Services are attached as Exhibit F.

D. Target Population and Admissions

TYC will refer male and female youth to the program. For each youth referred, TYC will provide a Common Application with attachments.

The following is a profile of the youth that may be served by TYC RFP [#]:

- Median age of commitment was 15 years, 11 months
- 35% African American, 38% Hispanic, and 19% Anglo
- Reading Grade Level at commitment was 6 years, 4 months
- Math Grade Level at commitment was 5 years, 4 months
- Classifications
 - General Offenders 37%
 - Type B Violent Offenders 29%
 - Sentenced Offenders 20%
 - Type A Violent Offenders 9%
 - Firearms Offender 3%

E. Transportation

TYC will transport youth, upon referral, to the proposed facility and transport, or arrange for transportation, upon release. Respondent will be responsible for meeting youths' transportation needs between referral and release. Respondent will transport youth upon release from the program to a public transportation location (for example, bus station or airport) as arranged by TYC staff.

1. Respondent must state a willingness to meet youths transportation needs.
2. Respondent must describe how transportation will be provided and how it will comply with State driving license requirements.

F. Staff Requirements

Respondent must describe its willingness to provide structure and supervision for TYC youth under the following requirements:

1. Direct Care Staff
 - a. Direct care staff to youth ratio must be:
 - 1 caseworker to 16 youth
 - Foster Parent ratios must be per licensing requirements
 - Foster Group Home direct-care staff to youth ratios must be at a minimum 1 staff to 12 youth
 - b. Direct care staff to youth ratios will include only staff providing direct supervision to TYC youth. Supervisors, Caseworkers and Educators will not be considered as direct care staff and will not be counted for purpose of the ratio.

- c. Respondent must describe its plan to deploy staff according to the activities that youth are engaged in, for example, during school, recreation, or while in their dorm.
 - d. If the proposed program is located in a facility with other programs, Respondent must describe its plan to deploy staff to manage interactions between TYC youth and these populations.
 - e. Respondent must describe its plan to deploy staff during the school day in or near classrooms.
 - f. Respondent must state its willingness to employ direct care staff so that these staff are at least 21 (twenty one) years of age.
 - g. Respondent must submit schedules for direct care staff for weekdays and weekends.
 - h. Respondent must submit job descriptions for direct care staff that define duties, knowledge, skills and abilities. Proposals that include a requirement for staff experience in working with juvenile offenders will be evaluated more favorably.
2. **Clinical and Other Staff**
Respondent must describe how it will provide clinical staff. At a minimum, Respondent must provide the following:
- a. Clinical staff must include one Masters level therapist for every 24 youth.
 - b. The Facility Administrator must have experience managing or supervising a program for juvenile offenders. Respondent must submit a Resume of proposed Facility Administrator.
 - c. Other staff may include the positions needed for the safe and efficient operation of the proposed facility.
 - d. Respondent must list all proposed clinical and other staff positions and copies of certifications and licenses must be provided to the TYC Program Evaluator.
 - e. Respondent must submit job descriptions for clinical and other staff positions that define duties, knowledge, skill, and abilities. Proposals that include a requirement for staff experience in working with juvenile offenders will be evaluated more favorably.
3. **Training Requirements and Restraint Technique**
Each employee whose primary duty includes the supervision of TYC youth must have adequate and proper training, both class room training and on-the-job training, before the employee can have sole supervision responsibilities. Sole supervision is defined as staff that is eligible to be included in the direct care staff to student ratio. During the contract term, TYC anticipates assisting Respondent with training for specific content relating to TYC requirements. The training must provide the employee with information and instruction related to the employee's duties, including the following 18 areas:
- a. The juvenile justice system of Texas, including the juvenile correctional facility system;
 - b. Security procedures;
 - c. The supervision of children committed to TYC;
 - d. Signs of suicide risks and suicide precautions;
 - e. Signs and symptoms of the abuse, assault, neglect, and exploitation of a child, including sexual abuse and sexual assault, and the manner in which to report the abuse, assault, neglect, or exploitation of a child;
 - f. The neurological, physical, and psychological development of adolescents;
 - g. TYC rules and regulations, including rules, regulations, and tactics concerning use of force;
 - h. Appropriate restraint techniques;
 - i. The Prison Rape Elimination Act of 2003;
 - j. The rights and responsibilities of children in the custody of TYC;
 - k. Interpersonal relationship skills;
 - l. The social and cultural lifestyles of children in the custody of TYC;
 - m. First aid and cardiopulmonary resuscitation;
 - n. Counseling techniques;
 - o. Conflict resolution and dispute mediation, including de-escalation techniques;
 - p. Behavior management;
 - q. Mental Health issues, and
 - r. Employee rights, employment discrimination, and sexual harassment.
 - s. The Respondent must describe its staff training program for behavioral modification and correctional/clinical treatment program. Staff must have at least annual updates and skills building training on the program.
 - t. Staff training components should reflect developmental and social understanding for juveniles. Training should include but not be limited to: developmental milestones for adolescents, sexual education, and building healthy relationships. Training should also include strategies for responding to aggressiveness, post-partum depression, promoting team building, channeling excessive energy, and promoting positive behavior.

Respondent must:

- a. Certify that each employee whose primary duties includes sole supervision of TYC youth will have had adequate and proper training before assuming sole supervision responsibilities.
- b. Describe plans for training staff prior to the referral of TYC youth to the proposed program.
- c. Identify the restraint technique to be used.
- d. Certify that all staff, except clerical support staff, will be appropriately trained and certified in an approved restraint technique before assuming their duties.

G. Hours of Operation and Program Schedule

1. Respondent must state its willingness and intent to have the proposed facility in operation 24 hours per day, 7 days a week at the required staffing ratios.
2. Respondent must submit a daily and weekend schedule that includes all program activities.

H. Health Care

Respondent must provide a TYC approved system for providing health care (medical, dental, prescriptions) for TYC youth in the proposed program.

1. TYC will directly pay the health care provider for the care and treatment required by TYC youth. Respondent must state its willingness to obtain authorization and an encumbrance number from TYC prior to the delivery of services, except in the case of an emergency.
2. Respondent must identify health care providers in the local community that are interested in providing health care to TYC youth.
3. Respondent must state its willingness to provide a psychiatrist for medication management for youth on psychotropic medications.
4. Respondent must state its willingness to require that staff administering psychotropic medications will be trained in the administration and side effects for these medications. This training must be updated annually, documented in training or personnel files, and conducted by a registered nurse, pharmacist, or medical doctor.
5. Respondent must state its willingness to provide over the counter medications, medical supplies, and first aid to TYC youth.
6. Respondent must state its willingness to provide supervision for youth sent off-site to a hospital. Supervision to be provided at a rate of 1 staff per youth for the duration of the hospital stay.
7. Respondent must state its willingness to transport TYC youth to and from health care appointments.
8. Respondent must describe the provision of on-site or on-call nursing staff.
9. Prior to release enroll TYC youth who are eligible in the Medicaid System.

I. Educational Services

Respondent is responsible for implementing and ensuring that TYC youth are provided with the appropriate educational services as required by state and federal law. Educational services must be provided by a local education agency (LEA) that is accredited by the Texas Education Agency. Describe any additional educational opportunities or services that Respondent will provide.

1. Respondent must identify the LEA that is to provide educational services for TYC youth. The LEA must provide a full day education program (**minimum of 360 minutes of instruction**) during the full year school term. Respondent must provide documentation that the LEA is fully aware of the proposed program and its target population and that demonstrates the LEA's willingness and intent to provide the required educational services.
2. Academic course work must be aligned with the TEKS in English Language Arts, Science, Math and Social Studies with additional courses required for graduation in Texas to include Vocational, Physical Education, Technology and other Electives. Course work targeting skills for GED must also align with TEKS and provide students with TEA credits. Students currently with a GED may continue to work towards a diploma, if desired. Appropriately certified teachers are required for all courses including Special Education.
3. Respondent must describe its efforts to advocate for services provided by the LEA that are specifically significant for female adolescents. Proposals that show, or ensure, that these services will be provided will be evaluated more favorably.
4. Respondent must describe the annual school schedule, including the number of instructional days. Respondent must describe activities that youth will be engaged in during school holidays.

J. Clothing, Nutrition, and Hygiene Items

Respondent is responsible for procuring and distributing clothing and hygiene items to TYC youth and providing for their nutritional requirements:

1. The following are the minimum articles of clothing for TYC youth:

- Socks
- Underwear
- Pants
- Shirts
- Shoes
- Recreational Clothing
- Sweatshirts, jackets or other seasonally appropriate outer clothing.

Each youth must have their own socks, and underwear. The number of changes that a TYC youth will need depends on the laundry schedule. At release, youth are given the clothes that they wear leaving the program (socks, underwear, shoes, pants, shirt, and seasonally appropriate outer clothing) along with at least the following: their underwear, socks.

Respondent must:

- a. Provide a list of clothing for each TYC youth
 - b. Describe procedures for distributing clothing
 - c. State its willingness to provide clothing that is clean, properly fitted, not threadbare, and seasonally appropriate for all activities and not an impediment to the developmental progress of the youth.
 - d. Submit the laundry schedule.
2. For nutrition, Respondent must submit sample menus and state its willingness to:
- a. Provide nutritional meals that meet all licensing standards.
 - b. Have menus certified annually by a registered dietitian. Menus should include a variety of food served.
 - c. Meet nutritional requirements of TYC youth according to age, gender, activity level, and any identified special physical or medical needs.
 - d. Follow TYC Nutrition and Food Service Manual policies and procedures.
 - e. Certified Food Service Manager for a group living site.
 - f. Respondent will participate in, and meet all the regulations of, the National School Lunch Program/School Breakfast Program.
 - g. Respondent will follow all applicable state and local sanitation and health standards.
 - h. Site must have two health department inspections during the school year, or as required by NSLP/SBP.
 - i. Site must have a food establishment permit (if applicable).
 - j. Site must keep temperature records for food storage, preparation and service.
 - k. The most recent Recommended Dietary Allowances from the National Research Council must be met by the diet provided.
 - l. Site must serve portions of food as indicated on their menus, and that a record of any substitutions must be kept on file for 3 years.
 - m. Food production records must be completed for each meal and snack.
 - n. Describe the process for the provision of special medical and religious diets, with a registered dietitian providing consultation, and that information including the diet order and service of meals, etc., should be documented and kept on file.
 - o. Describe the system for meal quality evaluation by the registered dietitian or designated administrative staff.
 - p. Respondent will follow a single menu for youth and staff (if any staff eats meals provided by the facility).
 - q. Describe calorie content of the mandatory three meals and a snack provided daily, with at least two hot meals daily.
 - r. Meals and snacks must not be used as disciplinary measures.
 - s. Describe tool and chemical control procedures.
 - t. A maximum of 14 hours from the beginning of supper to the beginning of breakfast.
3. For hygiene items, Respondent must::
- a. Provide a list of hygiene items to be made available to each TYC youth

- b. Describe the procedures for distributing hygiene items
- c. State its willingness to provide appropriate, gender specific hygiene items, including ethnic hair and skin care products.

K. Treatment Services

The Respondent must present the correctional treatment program offered to youth while in the group home or foster setting and the qualifications of the clinical staff providing services. Respondents should clearly state whether or not they are willing to accept sex offenders. If accepting sex offenders, TYC must be provided with a description of the sexual behavior treatment services to be provided. The Respondent must provide a list of resources/referrals to clinicians willing to provide services in the areas of mental health, chemical dependency, and or sex offender treatment. Additionally, the following is required:

1. The Respondent must show proof that the treatment provided is evidence based and appropriate for the population served, that all staff providing the program are properly trained in the treatment program offered.
2. The Respondent must provide timelines for treatment completion and treatment objectives.
3. Respondent must state its willingness to comply with TYC's Quality Assurance and Monitoring Standards.
4. The Respondent must provide, upon request, copies of Individual Case Plans to TYC Staff for review on approved forms.
5. The Respondent will provide case management through coordinated work with the TYC Primary Service Worker and/or Parole Officer assigned, and work with families to assist in re-integration upon release.
6. Respondent must describe its behavioral modification treatment system. The system must be evidence based, modify negative behavior and enhance positive behavior and skills.
7. Individual counseling, didactic groups, and experiential groups are required components of the treatment program.
8. Recreational components should be included in the program to emphasize team building and accountability.
9. The program must include the capability to measure and document each youth's progress throughout his/her stay.
10. All records will be maintained by the facility and produced upon request.
11. TYC staff may observe clinical services at anytime.

L. Youth Rights, Youth Complaint and Resolution System, and Personal Funds

Each TYC youth is entitled to have certain basic rights, have access to a complaint system that is confidential, and have her/his personal funds handled in a safe and prudent manner.

1. Respondent must state its understanding of the basic rights that each TYC youth are entitled to. These rights are described in TYC General Administrative Policy regarding Youth Rights and Remedies.
2. Respondent must describe the privileges afforded a youth and manner of assessment for delivery of same.
3. Respondent must describe the process for handling youth complaints, including procedures for maintaining the confidentiality of the complaint process.
4. Respondent must agree to participate in TYC's Youth Complaint automated system as described in TYC General Administrative Policy.
5. Respondent must be willing to and describe the procedures for handling youth funds.

IX. MEASURES OF PERFORMANCE AND QUALITY OF SERVICES

TYC has a comprehensive system of evaluating program performance and youth outcomes. The basis for program evaluation and monitoring includes the following:

- Periodic announced and/or unannounced on-site program monitoring by TYC.
 - Compliance with the Contract for Residential Services.
 - Progress toward behavioral and treatment outcomes.
 - TYC Performance Measures for Residential Contract Programs. A description is attached as Exhibit H.
 - TYC Monitoring Rating for Residential Contract Programs. A description is attached as Exhibit H.
- A. Respondent must agree to allow TYC to conduct monitoring and fully cooperate in all processes.
 - B. Respondent must describe its efforts to take appropriate action within the time period specified by TYC to correct findings and deficiencies identified during any and all monitoring visits.
 - C. Respondent must state its willingness to be responsible for monitoring the day-to-day operations of the program and correcting deficiencies as they occur.

- D. Respondent must state its willingness to monitor the activities of consultants, subcontractors, subcontractor's employees, and volunteer workers to ensure compliance with applicable requirements and achievement of performance goals.
- E. The Respondent recognizes that TYC is paying Respondent to deliver the services specified herein. Respondent will be required to meet a minimum **Acceptable Quality Level (AQL)**. The AQL is defined as the level of service at which the program will operate as agreed upon in the contract and below which the contract payment may be withheld until corrective actions are taken. In addition, if service remains below the AQL without required correctives being taken, damages may be assessed. The respondent is required to provide a detailed of Quality Control Plan that will insure the AQL is maintained at all times during the performance to the contract.

Respondent is expected to demonstrate in the proposal the willingness and acceptance to allow TYC to conduct performance monitoring and to provide full cooperation in the process. In addition, respondent must demonstrate an understanding of TYC's Contract Care Performance and Quality of Services Measures (Exhibit H) and be willing to take appropriate action to correct findings and deficiencies. Respondents will also be responsible for monitoring the activities of consultants, subcontractors, subcontractor's employees, and volunteer workers.

- F. Respondent must allow TEA, USDOE and state agencies required to monitor education practices for youth in Texas to have access to records and observation of program delivery.

X. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION

Definition: "Historically Underutilized Business" means an entity with its principal place of business in this State that is:

- A. A corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation and management;
- B. A sole proprietorship created for the purpose of making a profit that is completely owned, operated and controlled by an economically disadvantaged person;
- C. A partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;
- D. A joint venture in which each entity in the venture is a historically underutilized business, as determined under another paragraph of this subdivision; or
- E. A supplier contract between a historically underutilized business as determined under another paragraph of this subdivision and a prime Respondent under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

"Economically disadvantaged person" means a person who is economically disadvantaged because of the person's identification as a member of a certain group including Black Americans, Hispanic Americans, women, Asian Pacific Americans and Native Americans and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

HUB Representation

The Respondent represents and certifies as part of its offer that it is, or is not, a HUB certified by the Texas Procurement and Support Services.

XI. LOCAL GOVERNMENT CODE, CHAPTER 244

244.002. NOTICE OF PROPOSED LOCATION.

(a) An agency of the state, a political subdivision of the state, or a private vendor operating under a contract with an agency or political subdivision of the state that proposes to construct or operate a correctional or rehabilitation facility within 1,000 feet of a residential area, a primary or secondary school, property designated as a public park or public recreation area by the state or a political subdivision of the state, or a church, synagogue, or other place of worship shall:

(1) provide written notice to:

(A) the commissioners court of any county with an unincorporated area that includes all or part of the land within 1,000 feet of the proposed correctional or rehabilitation facility; and

(B) the governing body of any municipality that includes within its boundaries all or part of the land within 1,000 feet of the proposed correctional or rehabilitation facility; and

(2) post the notice required by Subsection (d).

(b) An entity required to give notice under Subsection (a) shall give notice not later than the 60th day before the date the entity begins construction or operation of the correctional or rehabilitation facility, whichever date is earlier. The entity shall include in the notice:

(1) a statement of the entity's intent to construct or operate a correctional or rehabilitation facility in an area described by Subsection (a);

(2) a description of the proposed location of the facility; and

(3) a statement that this subchapter governs the procedure for notice of and consent to the facility.

(c) For purposes of this subchapter, distance is measured along the shortest straight line between the nearest property line of the correctional or rehabilitation facility and the nearest property line of the residential area, school, park, recreation area, or place of worship, as appropriate.

(d) An entity described by Subsection (a) shall prominently post an outdoor sign at the proposed location of the correctional or rehabilitation facility stating that a correctional or rehabilitation facility is intended to be located on the premises and providing the name and business address of the entity. The sign must be at least 24 by 36 inches in size and must be written in lettering at least two inches in size. The municipality or county in which the correctional or rehabilitation facility is to be located may require the sign to be both in English and a language other than English if it is likely that a substantial number of the residents in the area speak a language other than English as their familiar language.

The **60-day notification requirements** do not apply to those Offerors exempt under Local Government Code, Chapter 244, Section 244.006.

RESPONDENT MUST CHECK ONE BELOW

YES NO Proposed facility is within 1,000 feet of a residential area, a primary or secondary school, property designated as a public park or public recreation area by the state or political subdivision of the state, or a church, synagogue, or other place of worship.

RESPONDENT MUST CHECK ONE BELOW

YES NO Proposed facility is a existing fully licensed and operational facility currently in use by the Respondent.

XII. SCREENING AND EVALUATION OF PROPOSALS

Proposals will be evaluated using the following process:

EVALUATION OF PROPOSALS PROCESS	
Phase I	<p>All proposals submitted by the deadline will be screened to verify the minimum qualifications stated in the RFP have been provided. Proposals not meeting these requirements will not be considered and the Respondent will be so informed.</p> <p>All qualified proposals will be validated by the Contract Specialist prior to submission to the technical review committee for evaluation. TYC reserves the right to conduct reference or background checks including, but not limited to, Respondent's former employers or community agency personnel who have knowledge of the Respondent's work performance and the professional reputation in the community.</p>
Phase II	<p>A technical review committee of TYC program and administrative staff will evaluate and score each qualified proposal. Each member of the committee shall rank order each proposal using the evaluation scores.</p>
Phase III	<p>On-site visits will be made to Respondents' facilities with the most highly evaluated and ranked proposals. The primary focus of the on-site visit is to have an opportunity to tour the proposed facility. The Respondent's representatives should expect to respond during the on-site visit to questions TYCC staff. These On-site visits will be evaluated, scored and ranked as to meeting the needs and requirements of TYC.</p> <p>Those Respondents' facilities being evaluated and ranked most highly and meeting TYC requirements may be asked to make an oral presentation. The presentation will provide an overview of the proposed program of no more than one hour in length. The Respondents should expect to respond to questions from TYC staff.</p> <p>At any point in the evaluation process Respondents may be asked to provide written responses to questions from TYC staff. Answers will become part of Respondent's proposal.</p>
Phase IV	<p>All information summarized and submitted to the Executive Commissioner of the Texas Youth Commission for a final decision.</p>
Phase V	<p>A final Contract is executed with the approval of the Executive Commissioner of the Texas Youth Commission. Award is posted to State of Texas Electronic State Business Daily (ESBD) and notifications are sent to unsuccessful Respondents.</p>

Minor irregularities: To be considered responsive, a proposal must set forth full, accurate, and complete information and all forms must be signed as indicated and as required by this request for proposal. If the requirement that is not met is considered a minor irregularity or an inconsequential variation, an exception may be made at the discretion of TYC and the offer considered responsive. This may occur only if the variation has negligible significance to price, quality, quantity, or delivery of services and does not affect the competitiveness of other offers. Not signing in the required places and answering "no" to any of the assurances is **not** considered a minor irregularity

The Contract Specialist will rely on the following minimum requirements for accepting Respondent proposals:

PHASE I MINIMUM REQUIREMENTS FOR RESPONDENT RESPONSES	
I.	TYC receives original and 5 copies by deadline in TYC RFP# 694-0-0852.
II.	Completed and signed Execution of Offer form (Section XIV of RFP)
III.	Completed Respondent Data Form (Exhibit A)
IV.	Completed and signed Assurances and Certification Form (Exhibit B). If any assurances are marked "NO", Respondent's response will be disqualified.
V.	Completed and signed Rate and Budget Information Certification Form (Exhibit C)
VI.	Included at least three references with contact information; name, address, telephone number, e-mail address
VII.	Completed HUB Subcontracting Plan (Exhibit D). Plan must be determined to be developed in good faith
VIII.	Program Components and Narrative. If narrative does not contain all program components or if statements of willingness to comply with the applicable requirements are not made, proposal will be considered unresponsive and will not be evaluated.

The technical review committee will use the following evaluation criteria to review and score each proposal:

EVALUATION CRITERIA	
<p>Price and Financial Components</p> <p>The proposed Rate per Day will be evaluated in terms of reasonableness, competitiveness with other Respondents, similar programs in the marketplace, and the ability of TYC to pay the contract rate. The budget presentation and narrative justifications will be evaluated based on the clarity of the presentation; the effective, realistic and appropriate allocation of funds to meet program requirements; the reasonableness of administrative and indirect costs; and the competitiveness of salaries for the area. The financial statements and supporting documentation will be evaluated based on the financial condition of the business entity: the overall financial strength of the Respondent relative to the size of the proposal; ability of the Respondent to support the financial needs of the project during the start-up period; and financial resources committed to the project.</p> <p>TYC will not accept proposals containing minimum guarantees or minimum beds.</p>	40 points
<p>Qualifications</p> <p>Evaluation will be based on the Respondent's past experience in providing services to juveniles and juvenile offenders. The evaluation will consider the cultural diversity of the Respondent's organization as well as the description of cultural sensitivity in the provision of services.</p>	20 points
<p>Site and Facility Specifications</p> <p>Evaluation will be based on the overall appropriateness of the site and facility for the proposed program. If the proposed program is in a facility that also houses older juveniles, or a co-ed facility, the features of the facility and the measures that will be implemented to prevent interaction between TYC youth and these other populations will be critically evaluated.</p> <p>Sites located in a metropolitan area will be evaluated more favorably.</p>	20 points
<p>Program Implementation, Commencement of Services, Program Components and Narrative and Measures of Performance</p> <p>Evaluations will be based on degree of commitment to the project, community and elected officials support of the program, and demonstrated ability to commence services on September 1, 2010.</p> <p>Evaluations will be based on an understanding of, and willingness to comply with, all requirements and responsibilities listed in the RFP. Descriptive information relating to requirements such as treatment services, staff qualifications, job duties, and other requested information will be critically evaluated. In addition, evaluations will be based on an understanding of, and willingness to comply with all requirements for monitoring conducted by TYC and monitoring conducted by Respondent of its own operations and those of consultants, subcontractors, subcontractor's employees, and volunteer workers.</p>	20 points
TOTAL MAXIMUM POINTS	100 points

XIII. EXHIBITS TO TYC RFP # 694-0-0852

- A. RESPONDENT DATA FORM
- B. ASSURANCES AND CERTIFICATION FORM
- C. RATES, BUDGET INFORMATION AND CERTIFICATION FORM
- D. HUB SUBCONTRACTING PLAN
- E. TYC GENERAL ADMINISTRATIVE POLICY 81.61, REGARDING NOTIFICATION OF FACILITY OPENING OR RELOCATING
- F. TYC CONTRACT FOR RESIDENTIAL SERVICES, CERTIFICATIONS AND REPRESENTATIONS
- G. RESIDENTIAL CONTRACT PROGRAM CASE MANAGEMENT REQUIREMENTS
- H. PERFORMANCE AND QUALITY OF SERVICE MEASURES FOR RESIDENTIAL CONTRACT PROGRAMS
- I. ACA REQUIREMENT FOR ALL RESIDENTIAL CONTRACT PROGRAMS
- J. COST REPORT FOR RESIDENTIAL PROVIDERS

XIV. EXECUTION OF OFFER

NOTE: RESPONDENT SHALL COMPLETE, SIGN AND RETURN THIS SECTION WITH OFFER. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE OFFER.

By signature hereon, the Respondent certifies to the following Affirmation Clauses:

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the Execution of Offer or signing it with a false statement shall void the submitted Offer or any resulting contracts.

Neither the Respondent or the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business and Commerce Code, Chapter 15, or the Federal antitrust laws; or (2) communicated the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP..

When a Texas business address shown hereon that address is, in fact, the legal business address of Respondent and Respondent qualifies as a Texas Resident Bidder under 1 TAC § 111.2.

Under Section 2155.006(b) of the Texas Government Code (TGC), 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 natural 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 natural 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 from this RFP may be terminated and payment withheld if this certification is inaccurate.

Under Government Code § 2155.004, no person who prepared the specifications or this RFP has any financial interest in Respondent's Proposal. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, "under Section 2155.004, Government Code, the vendor [Respondent] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Under Family Code § 231.006, relating to child support obligations, Respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.

Any Proposal submitted under this RFP shall contain the names and social security numbers of person or entity holding at least a twenty-five percent (25%) ownership interest in the business entity submitting the Proposal.

Name: Laverne Byrd Social Security Number: 467-86-4061

Name: Social Security Number:

Name: Social Security Number:

Under Government Code §669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, TYC or any other state agency, was involved with or has any interest in this Proposal or any contract resulting from this RFP. If Respondent employs or has used the services of a former executive head of TYC or other state agency, then Respondent shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent.

The following provision allows an agency to require criminal history background checks of contractor employees and subcontractors who have access to information resources technology of state agencies. Note that under Section 411.1405, Government Code, agencies must have a written policy that has been approved by the Office of the Attorney General relating to the use of background checks before such checks can be performed. If an agency has authority to require other types of background checks and wishes to perform those checks on contractors' employees, a contract provision to authorize such would be needed. Contractor's

employees, applicants, interns and volunteers and the employees, applicants, interns and volunteers of Contractor's contractors identified by TYC as having access to State of Texas information resources and information resources technologies, as defined in Texas Government Code, 127 Section 411.1405, are subject to periodic criminal history record investigations performed by the Department of Public Safety and the Federal Bureau of Investigation for TYC. Individuals whose criminal histories are determined by TYC to be unsatisfactory under the policy promulgated by TYC, and approved by the Office of the Attorney General shall not be allowed access to State of Texas information resources and information resources technologies and may, at the discretion of TYC be precluded from providing services through this Contract. Contractor shall reimburse TYC the cost of the criminal history background investigations.

TYC is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Contents of EO 13224 may be viewed by accessing the following website: <http://www.whitehouse.gov/news/orders/>.

Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at: <http://www.epls.gov>.

Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Respondent represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this Offer.

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Respondent or any other entity or person directly under this contract or indirectly through a subcontract under this contract 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. Under the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards. Respondent certifies that it has not been an employee of the Texas Youth Commission within the last twelve (12) months.

Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter.

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20.

Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation by submitting a Document identified as Vendor "Terms and Conditions" and listing any exception which is taken. Vendor "Terms and Conditions" may result in disqualification.

RESPONDENT (COMPANY): Byrd's Foster Group Home, Inc.

SIGNATURE (INK): 

NAME (TYPED/PRINTED): Laverne Byrd

TITLE: Executive Director DATE:

STREET: 5708 Hardy St

CITY/STATE/ZIP: Houston, TX 77009

TELEPHONE AND FACSIMILE NO.: (713)699-3284 (713)699-8843

PAYEE IDENTIFICATION NUMBER: or

FEDERAL TAXPAYER IDENTIFICATION NUMBER: 760101105

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Tab 1	Respondent Data Form (Exhibit A)
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1. Full Legal Name of Respondent: Byrd's Foster Group Home, Inc.
Federal Employer's ID: 760101105
or Texas Vendor ID: _____

2. Legal Status: (Please check only one)
 Public Agency
 Private, nonprofit corporation
State of Texas
Charter Number: 63130901
 Partnership (Attach a copy of partnership agreement and a list of the names, addresses, and social security numbers of all partners.)
 Private, for profit corporation
State of _____
Charter Number: _____
 Governmental entity (please specify) _____
 Sole Proprietorship

3. Address of Respondent
5708 Hardy St Houston TX 77009
Street Address City State Zip
Mailing Address Above City State Zip

4. Executive Director/Chief Executive Officer/Owner
Name Laverne Byrd
Title Executive Director
Phone (713) 699-3284
FAX (713) 699-8843
Email byrdsnest1b@prodigy.net

5. Contact Person (person who can answer questions and take calls regarding this proposal)
Name Above
Title _____
Phone _____
FAX _____
Email _____

Tab 2

Assurances and Certification Form
(Exhibit B)



Legal Name of Respondent: Byrd's Foster Group Home, Inc.

ASSURANCES: (If any of the assurances are marked "No", the Respondent will not be considered.)

Yes No

- 1. Respondent has no outstanding debts that would result in a lien(s) or levy(ies) to be placed on payments made to the Respondent by TYC.
- 2. Respondent agrees to accept training, technical assistance, and monitoring from TYC or its monitoring contractor throughout the contract period.
- 3. Respondent certifies that no one connected with the potential provider has participated in the development of specific criteria for this proposal.
- 4. Respondent agrees to provide TYC with information necessary to substantiate claims made in this application, including but not limited to on-site observation, appearance before the Proposals Evaluation Committee, third-party interviews, and inspection of records.
- 5. If Respondent uses subcontractors in the provision of services under this contract, subcontractors will adhere to and comply with the main contract.
- 6. Respondent has sufficient resources to operate for at least two months while waiting for initial reimbursement from TYC.
- 7. Respondent agrees to fully cooperate with TYC in the design, implementation and evaluation of the effectiveness of services rendered.
- 8. Respondent certifies that contracting with TYC does not in any way constitute a conflict of interest.
- 9. Respondent certifies that a State or Federal agency has not terminated any contract with the Respondent in the previous 12 months for deficiencies in performance.

CERTIFICATION:

I certify that the information reported in this proposal in response to TYC RFP # 694-0-852 is, to the best of my knowledge, complete and accurate.

L. Byrd 07/23/10
Signature of Authorized Representative/Respondent Date

Laverne Byrd
Name of Authorized Representative/Respondent (Typed or Printed)

Executive Director
Title of Authorized Representative/Respondent

Tab 3

Rate and Financial Information (Exhibit C)

- A. Rates and Certification Statement of Respondent
- B. Demonstrate sufficient resources necessary for start up and continued operations
- C. Budget Information and Certification Form
- D. Description of components of central office allocations (if applicable)
- E. Commitment to participate in USDA school lunch and breakfast programs (if applicable)
- F. Most Recent Audited Financial Statement
- G. Intent to apply for all benefits available to youth. List those benefits.



Respondents are invited to propose any number of beds up to 25 for male and female juveniles ages 10-19.

Type of Program(s) Proposed:

Please provide Rate Schedules below for the type of program(s) being offered and up to the maximum capacity for the program(s) offered:

Number of Proposed Beds

10

Rate Per Day Per Bed

\$103.00

TYC will not accept proposals containing minimum guarantees.

CERTIFICATION

I certify that all services will be provided according to the proposed rates in this Exhibit C, Budget Information and Certification Form, RFP# 694-0-0852. I, as the Respondent or its representative, have full authority to certify this information, to the best of my knowledge, to be complete and accurate.

8/31/10

Signature of Respondent/Authorized Representative

Date

Laverne Byrd Executive Director

Printed Name and Title of Respondent/Authorized Representative



The Budget should be based on maximum capacity being proposed.

	<u>Number of Staff</u>	<u>Salaries</u>	<u>Benefits</u>	<u>Taxes</u>	<u>Sub-Total</u>
1. Child Care Workers	8	149760		13401	163161
2. Caseworkers					
3. Other Basic Care	1	20800		1834	22634
4. Treatment & Counseling					
5. Food Service					
6. Education					
7. RNs					
8. LVNs					
9. Other Medical Staff					
10. Transportation					
11. Direct Administrative	1	65000		5216	70216
12. Maintenance Staff					
13. Other Staff not listed (attach separate sheet with description)	1	16640		1516	18156
Sub-Total	11	252200		21967	274167
14. Total Salaries, Benefits, & Taxes (Line 1 on Budget Form)					274167

BYRD'S FOSTER GROUP HOME, INC.
"PEOPLE HELPING YOUTH HELP THEMSELVES"

Audited Financial Statement

Byrd's Foster Group Home, Inc. is currently being audited by Mr. Shedric McGill located at 2211 Norfolk St in Houston, TX. The phone number is (713)592-2300. He reports the audit will be completed by approximately September 2, 2010. He also reports he will put a rush on it and attempt to finish up prior to the above date.

BYRD'S FOSTER GROUP HOME, INC.

BENEFITS AVAILABLE TO CLIENTS

1. Enroll in Medicaid
2. Apply to the Boys and Girls Club of Greater Houston
3. Apply for Free Lunch at School
4. Apply to the City Parks and Recreation Summer Program
5. Apply to the Communities in School
6. Apply for Library Card

Tab 4

HUB information and HUB Subcontracting Plan
(Exhibit D)

HUB Information and HUB Subcontracting Plan

Byrd's Foster Group Home, Inc. is not eligible to register with HUB due to its non-profit status. Please find enclosed the subcontracting form utilized with the subcontractors at Byrd's.



Child-Care Administrator's License

Be it known that

LAVERNE M. BYRD

has met the requirements for
and is licensed as a

Child-Care Administrator

Under Chapter 43 of the Human Resources Code.

Granted under my hand and the Seal of the State of Texas

Nanci Gibbons

Director of Child-Care Administrator's Licensing

VALID THROUGH

FEBRUARY

CERTIFICATE NUMBER
C00856



TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

Child-Care Licensing Division

Let it be known that:

Byrd's Foster Group Home , Inc.

5708 Hardy
Houston, TX 77009

Meet(s) the Minimum Standard Rules for a(n) Independent Foster Group Home

For the operation of:

Byrd's Foster Group Home Inc

5708 Hardy
Houston, TX 77009

Permit Number: 242697

For the Care of:

Boys

Ages: 10 to 17

Total Capacity: 10

Types of Programmatic Services:

Child Care
Transitional Living

Types of Treatment Services:

Emotional Disorders



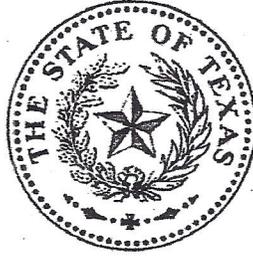
Issued on June 16, 1993

This Permit is valid until revoked or surrendered.

By: _____

Ange Davis

Child-Care Licensing Staff



Child-Care Administrator's License

Be it known that

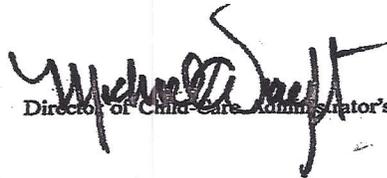
Annie Cathryn Derry

has met the requirements for and is licensed as a

Child-Care Administrator

Under Chapter 43 of the Human Resources Code.

Granted under my hand and the Seal of the State of Texas


Director of Child-Care Administrator's Licensing

VALID THROUGH THE LAST DAY
OF
FEBRUARY



CERTIFICATE NUMBER
01233-A



Annie Cathryn Derry
10110 Forum West #331
Houston, Texas 77036
Telephone: (713) 204-2407

Objective: Child Care Administrator or Case Manage position with a Social Service agency offering excellent opportunity for advancement based upon demonstrated performance.

Education: B. A. Northwestern State University, Natchitoches, LA., 1981
Major: Rehabilitation and Related Services

Experience

1998-present Byrd's Foster Group Home, Inc. (Child Care Administrator)
Managed direct care staff for this two (2) site therapeutic group program serving young males ages ten (10) through seventeen (17). Provided guidance in maintaining compliance with minimum standards for Texas Department of Protective and Regulatory Services and Texas Youth Commission. Also responsible for interviewing, hiring, training and discharging direct care staff. Part of a multi-disciplinary team reading and assessing referrals for appropriateness to be admitted to the program. Developed proposals for various contracting agencies. Interfaced with the community to form support systems for the youth served.

1996-1998 Child and Adolescent Development, Inc. (Child Care Administrator)
Managed twenty-five (25) direct care staff for this forty-two (44) bed residential treatment facility serving youth(male and female) between the ages of ten (10) and seventeen (17). Provided guidance for maintaining compliance with minimum standards for Texas Department of Protective and Regulatory Services, Texas Commission on Alcohol and Drug Abuse and the Texas Youth Commission. Also responsible for the interviewing, hiring, training and discharging direct care staff. Developed proposals for RFPs for various contracting agencies. Facilitated community meetings and in-house AA/NA group meetings.

- (1) Developed program for pre-independent living phase of facility
- (2) Restructured program guidelines for direct care staff to enhance the delivery of services to clients
- (3) Provided training in the management and handling of aggressive individuals

POLICY AND PROCEDURE FOR SELECTING SUBCONTRACTORS
TO PROVIDE PROFESSIONAL SERVICES

POLICY:

It is the policy of Byrd's Foster Group Home, Inc. (BFGH) to provide professional services that meet or exceed community standards. Services will be procured from professionals who possess a valid professional license or certification by the State of Texas. BFGH will engage and maintain professional staff and consultants who have the professional training, experience, ethics and reputation for providing the highest quality of services for the clientele served by the Agency.

Since consistency, tenure and continuity of service provision is considered very important for the maintenance of the therapeutic environment needed for emotionally disturbed, abused, neglected and delinquent youth, efforts will be extended to maintain professional service providers over several years. The therapeutic values inherent in keeping the same service providers will have the highest level of priority.

Both professional quality standards and reasonable cost criteria will apply to the selection of new service providers. Under no circumstances will the provision of quality services to clients be sacrificed for a cheaper cost. Reasonableness of cost shall be considered, nonetheless, in procuring services. Reasonableness will be determined by prevailing community standards for the purchase of comparable services by comparably qualified and experienced professionals.

Selection of sub-contractors will be made consistent with applicable licensing and subcontracting standards of the Texas Department of Family and Protective Services (DFPS) and applicable federal regulations, including OMB Circular A-110, paragraphs 44 and 45.

References will be checked prior to engaging any individual to provide professional services. Background investigation will include a criminal history check. A copy of current license will be required with the signed Bid Solicitation Form. Documentation of professional licensing status will be made through the appropriate state licensing board.

PROCEDURE:

1. Upon determination that a new professional service provider is needed, the licensed Administrator of a BFGH facility will submit a request documenting the need to the Executive Director. Completion of a purchase request may be used to initiate a request for professional services if it appears that TDFPS funds will be might be used to pay for the requested services.
2. The Executive Director will determine if the need is valid, if resources are available and the expenditure is authorized in the board approved budget.
3. If the expenditure is approved and if earned TDFPS fees will be used for the requested services, the Executive Director will complete filling out the purchase order.
4. Based upon Board policy, the Executive Director will utilize the most effective and efficient means to advertise the position, assuring equal opportunity in the selection process. The bid solicitation form will be used to determine the nature of the procurement.
5. The Executive Director may appoint a selection committee to interview and recommend a candidate but will retain the final responsibility for the selection.
6. If TDFPS funds will be used to pay for the professional services, the Executive Director will execute the bid solicitation form or an agency form that accomplishes the same purpose.
7. A copy of the completed form will be maintained in the administrative and personnel files of the agency for review by TDFPS, TYC, JPO or their designated financial or compliance auditors.

**BYRD'S FOSTER GROUP HOME, INC.
PROFESSIONAL SERVICES CONTRACT**

I. Parties

Byrd's Foster Group Home, Inc. (Agency) hereby engages the services of _____ (Contractor) to provide professional services as defined in this agreement. The Agency and Contractor each hereby certifies to the other that they are in compliance with the Child Care and Professional Licensing or Certification Laws and Conditions of the State of Texas. Both parties further agree to keep the other informed of any change in their circumstances related to continued compliance with applicable laws and regulatory standards.

II. Scope of Work to be Performed

The contractor agrees to provide the following services:

- A. Diagnostic and Assessment Services
- B. Individual, Group and Family Counseling(Therapy
- C. Consultation to Agency staff
- D. Training to Agency staff

Responsibilities, work performance measures, qualification and supervisory control applicable to the scope of work given in the purchase order, the job description for Licensed Clinical Social Workers and the agreement for contract labor services.

III. Reports and Documentation

The initial client assessment and subsequent reassessments shall be in writing, signed and dated. Assessments will be included in the client's plan of service.

Documentation of ongoing, recurring service provision will consist of written entries in the case record of each client for whom services are provided. These entries will be dated and signed by the contractor, specifying the type of services offered, the general content of the transaction and the professional judgment of the response of the client.

As a rule, entries will be made immediately after the service is rendered but under no circumstance later than one week after the service has been rendered.

Summaries of services and outcomes shall be made at periodic intervals to be determined by the Licensed Administrator for the facility.

IV. Time and Place of Services

It is agreed that the contractor will provide professional services at the following times and locations. The following specified times and places may be modified by mutual agreement in writing and signed by the parties.

A. Time

The contractor agrees to work on the following days and times:
Monday through Friday from 4:00pm to 7:00pm

Work may be scheduled at other times by agreement with the facility administrator. Also, _____, will be on call at other times mutually agreed upon in the event of an emergency. If the contractor has advance knowledge that he /she will be unable to keep an appointment or scheduled activity, as mutually agreed, sufficient notice will be given by the contractor to the agency supervisor in charge so that the agency schedule can be modified or a substitute service provider can be engaged, where indicated. In the event of an emergency or unforeseen circumstance that hinders the contractor from attending a scheduled activity, the contractor will immediately contact the facility unless unable to do so.

The contractor understands that the agency conducts case reviews at periodic intervals and the contractor may be asked to attend these scheduled conferences in addition to keeping the regular schedule previously specified.

B. Place

Professional services will be provided at _____

V. Compensation

The agency agrees to pay the contractor a fee of \$_____ per month for the specified services if Medicaid charges are not allowed or are rejected. In addition, actual reasonable and necessary expenses associated with provision of services outside the scope of this agreement (such as out of town travel) may be reimbursed with prior approval by the agency Executive. Medicaid will be charged for services where applicable. Where Medicaid is billable the subcontractor will be a STAR Health Provider enrolled independently.

VI. Agreement to Abide by Applicable Terms and Conditions

The contractor agrees to accept and abide by all applicable terms and conditions imposed upon the agency under the prime contract. The contractor agrees to refrain from transferring or assigning this contract without prior written approval from the agency and the Department of Family and Protective Services.. The contractor also agrees to refrain from entering into any subcontracts to provide basic/routine childcare services or therapy services without prior written approval from the agency (BFGH) and the Department (FPS).

VII. Monitoring and Evaluation of Services Performed

It is mutually understood and agreed that the provision of services by the contractor will be monitored and evaluated by the Licensed Administrator of the facility for compliance with the terms of this contract.

Monitoring of documentation of service provision, as specified in Section III of this agreement, will be performed on a monthly basis by the facility administrator. Any deficiencies found will be reported to the contractor and reasonable opportunity afforded to take corrective action.

In addition to monthly monitoring, the facility administrator will conduct an annual evaluation of the contractor's performance subsequent to any extension or renewal of this professional services agreement. The annual evaluation will include obtaining a copy from the contractor of the then current professional license or certificate from the State of Texas and a written attestation from the contractor that the contractor has neither been convicted of a felony nor is under indictment for the alleged commitment of a felony.

VIII. Duration and Renewal

This agreement will be for a one year period from the date specified and will automatically be renewed for an additional year unless either party gives the other a thirty day notice of intent not to renew.

IX. Termination of Agreement

It is understood that this contract may be terminated by either party with or without cause provided that a notice of not less than thirty days is given to the other party.

The contract may be terminated without notice by the agency for violation of the terms of this agreement or for an incident, such as revocation or surrender of the contractor's professional license or behavior on the part of the contractor which makes it impossible to the contractor to render services.

Laverne Byrd, Executive Director
Byrd's Foster Group Home, Inc.

Licensed Clinical Social Worker

Date

Date



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: Byrd's Foster Group Home, Inc. State of Texas VID #: 7
 Point of Contact: Laverne Byrd Phone #: (713) 699-3284

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

c. Solicitation #: 1694-0-0852

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) - <u>948 Psychologists/Psychological & Psych</u>	(#11) -
(#2) - <u>948 Psychologist/Psychological/Psychiatric</u>	(#12) -
(#3) - <u>910 Painting/Maintenance & Repair</u>	(#13) -
(#4) - <u>948 Psychologist/Psychological & Psych.</u>	(#14) -
(#5) -	(#15) -
(#6) -	(#16) -
(#7) -	(#17) -
(#8) -	(#18) -
(#9) -	(#19) -

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>

Exhibit D

Enter your company's name here: Byrd's Foster Group Home, Inc. Solicitation #: 694-0-0852

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: Psychiatric Services

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?	
		/ /	<input type="checkbox"/> - Yes	<input type="checkbox"/> - No
		/ /	<input type="checkbox"/> - Yes	<input type="checkbox"/> - No
		/ /	<input 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>Medicare Clinic</u>		<u>12 %</u>	<u>\$800⁰⁰</u>	<input type="checkbox"/> - Yes	<input checked="" type="checkbox"/> - No*
		%	\$	<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:

Subcontractor has been contracted with agency for approximately 5 years and is Medicaid approved provider.

**CURRICULUM VITAE
IFEOMA N ARENE, M.D.
125 Wildwood Drive
Livingston, TX 77351**

Email: ifvarene@livingston.net Tel(936)3298050

Cell phone: (409) 771 3683

CURRENT POSITION

**07/2003 -- Present Psychiatrist, Burke Center MHMR
I see both adults and children in an out patient setting**

CERTIFICATION

**09/2004 Board Certified in General Psychiatry
11/2002 Texas State Medical Licensure**

EDUCATION

**2001 -- 2003 Child and Adolescent Psychiatry Fellowship
The University of Texas Medical Branch, Galveston, Texas**

**2000 -- 2001 General Psychiatry Residency
The University of Texas Medical Branch, Galveston, Texas**

**1998 -- 2000 General Psychiatry Residency
University of Medicine and Dentistry, New Jersey Medical School,
Newark, New Jersey**

**07/1997 -- 09/1997 Externship in Internal Medicine
University of Medicine and Dentistry, Robertwood Johnson
Medical School, Camden, New Jersey**

**01/1995 -- 12/1995 Rotating Internship, Kingston Public Hospital
Kingston, Jamaica**

**05/1994 -- 10/1994 Rotating Internship, Lagos University Teaching Hospital
Lagos, Nigeria**

**1987 -- 1994 University of Lagos, College of Medicine
Lagos, Nigeria
Doctor of Medicine**

PROFESSIONAL EXPERIENCE

- 07/2003 – Present** Psychiatrist/Child and Adolescent Psychiatrist
Burke Center, Livingston, Texas
- 1996** Emergency Room Physician
Kingston Public Hospital
Kingston, Jamaica

COMMITTEE APPOINTMENTS

- 2002** Member in Training, Institutional Representative, for UTMB
Department of Child Psychiatry, to the TSPP (Texas Society
of Psychiatric Physicians)
- 2002** Child and Adolescent Committee, TSPP
Member in Training Committee, TSPP

PROFESSIONAL ASSOCIATIONS

- General Member, American Psychiatry Association
General Member, Texas Society of Psychiatric Physicians
Member, Association of Women Psychiatrists
Member, International Society for Bipolar Disorders

HONORS/AWARDS

- 2003** APA/Aventis 2003 Travel Fellowship for Women Resident
Leaders in Psychiatry
- 2002** Certificate of Training from the 10th Annual Conference on
Working with Juvenile Sex Offenders, from Sam Houston
State University
- 2001** Eli Lilly Fellow to the 14th Annual U.S. Psychiatric and Mental
Health Congress, 2001
- 1995** Most Outstanding Intern, Kingston Public Hospital, Kingston, Jamaica
- 1992** Biode Pharmaceuticals award for the best student in Medical
Therapeutics
- 1986 and 1987** Ayo Bankole Memorial Award in Classical Piano

ACTIVITIES/INTERESTS

Involved in my local church

In Galveston, was involved in community outreaches through the "Healthcare Connection"

In Jamaica, was involved in outreaches to teenage girls, teaching them the importance of education and family planning

Studied Classical Piano through the Royal College of Music, U.K.

In my semi-professional exam, scored a "Distinction."

As a member of the Lagos University, College of Medicine Basketball Team, won the State Championships.

REFERENCES

Mark James, M.D.

**Medical Director, Burke Center,
4101 South Medford Drive, Lufkin, Texas**

Chris Thomas, M.D.

**Program Director
Department of Child and Adolescent Psychiatry
UTMB, Galveston**

Cindy Wigg, M.D.

**Director of Inpatient Unit
Department of Child Psychiatry
UTMB, Galveston**



IMHS
Recovery. Resiliency. Results.

06/28/2010

Annie Derry
Byrd's Foster Group Home, Inc

Annie:

Please accept this letter as verification that Ifeoma Arene, MD is currently a participating provider on the IMHS STAR Health provider network. Dr. Arene has been contracted to see STAR Health members from 09/01/2008 to present, and is in good standings.

Sincerely,
Brian Rickman
Sr. Provider Relations Specialist
IMHS

PLEASE NOTE OUR NEW ADDRESS AND PHONE NUMBER
P.O. BOX 2018, AUSTIN, TX 78768-2018
PHONE# 512/305-7010

TEXAS MEDICAL BOARD
IDENTIFICATION CARD

LICENSE/PERMIT NUMBER	EXPIRATION DATE
5229	05-31-2011

FEOMA NWAKAEGO ARENE, MD
2834 WILLOW CENTER DRIVE, STE E
HOUSTON TX 77066-3047

PHYSICIAN FULL PERMIT

TEXAS MEDICAL BOARD
P.O. BOX 2029, AUSTIN, TEXAS 78768-2029
PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER	EXPIRATION DATE
5229	05-31-2011

FEOMA NWAKAEGO ARENE, MD
2834 WILLOW CENTER DRIVE, STE E
HOUSTON TX 77066-3047

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE. PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE C ADDRESS

Exhibit D

Enter your company's name here: Burd's Foster Group Home, Inc. Solicitation #: 694-0-0852

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/proc/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: Psychological Services

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/proc/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?	
		/ /	<input type="checkbox"/> - Yes	<input type="checkbox"/> - No
		/ /	<input type="checkbox"/> - Yes	<input type="checkbox"/> - No
		/ /	<input 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>Nannette Williams</u>		<u>2%</u>	<u>\$ 800⁰⁰</u>	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No*
		%	\$	<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:
Subcontractor has been contracted with agency for approximately 5-6 years and is Medicaid certified

Nannette Williams, Ph.D.
Licensed Psychologist
 12015 Fondren Bend Drive
 Houston, TX 77071
 713-776-0451 (home)
 713-320-3784 (cell)

OBJECTIVE

Involvement with organizations and institutions that will implement positive intervention strategies to enhance the lives of individuals exposed to specific programs.

EMPLOYMENT EXPERIENCE

2006 - Present Texas Southern University Houston, TX
Adjunct Faculty

Preparation and management of graduate level courses in the School Psychology program.

1990 - Present Fort Bend Independent School District Sugarland, TX

Licensed Specialist in School Psychology

An educational consultant for regular and special education programs. Duties include eligibility for special education and 504 determinations. Also, development of individual educational plans and the implementation or related service requirement for students with disabilities. Duties also include district wide training to aide with successful implementation of Response To Intervention mandated by IDEA 2004

1995 - 1996 Houston Independent School District Houston, TX
Doctoral Psychology Internship (APA approved training site)

Primarily involved in crisis intervention services to a culturally diverse student population and school personnel. Training includes the provision of individual, family, group therapy, assessment services, school and community consultation, and team participation in interdisciplinary meetings to plan and implement various intervention programs.

1989 1992 Houston Community College Houston, TX
Adjunct Faculty

Preparation and management of community college classes in the field of psychology.

1981 - Aug. 1990 Mental Health Mental Retardation of Harris County Houston, TX
Director of Adolescent Day School

Administrator of a jointly sponsored partial hospital setting for emotionally disturbed adolescent and their families. Development and implementation of a successful partial hospitalization program that consisted of formal treatment interventions as well as an organized daily behavioral

management system. Coordinated activities with Houston Independent School District, Harris County psychiatric hospitals and community agencies. Supervision of clinical staff of therapists, nurses, and interns for bachelors, masters, and doctoral level students.

1979 -- 1981 **Hermann Hospital** **Houston, TX**

Psychiatric Specialist

Direct service personnel that aided with the daily structure and management at this in-patient psychiatric hospital setting for adolescent.

Consulting Experience

Texas Department of Family and Protective Services **Harris County, TX**
 Psychological and consultant services to staff and children who are involved with the Department of Family and Protective Services.

Project Head Start **Harris County, TX**
 Psychological services to children and their families who are enrolled in this early intervention program.

Project Row House **Houston, TX**
 Provision of clinical treatment services for young at-risk mothers and their children enrolled in this residential program.

Meridian Behavioral Health **Houston, TX**
 Consultant and Clinical treatment services to youth and staff at this residential treatment facility

Child And Adolescent Inc. **Houston, TX**
 Consultant and Clinical treatment services to youth and staff at this residential treatment facility

Mental Health and Mental Retardation Authority of Harris County **Harris County, TX**
 Provision of crisis intervention services, parenting groups, anger management and conflict resolution groups.

Texans Can Academy **State of Texas**
 Provision of psychological and special educational services to students and staff at several Texas Education Agency approved charter schools in the State of Texas

Academy of Houston **Houston, TX**
 Provision of psychological and special educational services to students and staff at a Texas Educational Agency approved charter school.



IMHS
Recovery. Resiliency. Results.

06/28/2010

Annie Derry
Byrd's Foster Group Home, Inc

Annie:

Please accept this letter as verification that Nannette Williams, PHD is currently a participating provider on the IMHS STAR Health provider network. Dr. Williams has been contracted to see STAR Health members from 04/01/2008 to present, and is in good standings.

Sincerely,
Brian Rickman
Sr. Provider Relations Specialist
IMHS

**TEXAS STATE BOARD OF EXAMINERS
OF PSYCHOLOGISTS**

ANNUAL RENEWAL PERMIT

LICENSED PSYCHOLOGIST.

THIS DOCUMENT
IS DULY ISSUED
UNDER THE LAWS
OF THE
STATE OF TEXAS

**NANNETTE DEVON WILLIAMS PH. D
12015 FONDREN BEND DRIVE
HOUSTON, TX 77071**



12098

09/30/2010

LICENSE NO.

EXPIRATION DATE

MUST BE DISPLAYED WITH LICENSE IN A CONSPICUOUS PLACE

Exhibit D

Enter your company's name here: Byrd's Foster Group Home, Inc Solicitation #: 694-0-0852

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: Painting, maintenance and repair

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

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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?
		/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		/ /	<input 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>All K Home Repair Service</u>		<u>55%</u>	<u>\$5,000.00</u>	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
		%	\$	<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:

Has been contracted with the agency for more than 5 years

Exhibit D

Enter your company's name here: Byrd's Foster Group Home, Inc Solicitation #: 694-0-0852

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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: Psychotherapy

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.)

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SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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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?	
		/ /	<input type="checkbox"/> - Yes	<input type="checkbox"/> - No
		/ /	<input type="checkbox"/> - Yes	<input type="checkbox"/> - No
		/ /	<input 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>Devette Adams</u>		<u>10%</u>	<u>\$ 800⁰⁰</u>	<input type="checkbox"/> - Yes	<input checked="" type="checkbox"/> - No*
		%	\$	<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:

Subcontractor has contracted with facility for approximately 5 years and is Medicaid Certified

Devette Adams

4115 Midstream Dr.
Missouri City, Texas 77459
Home: 281-208-1888
Business: 832-577-8888

Education

University of Houston Master of Social Work	Houston, Texas 1976
Texas Southern University Bachelor of Science in Pre-Professional Social Work	Houston, Texas 1974

Highlights

- Provides administrative clinical leadership to staff in a community mental health center that serves children and adolescents
- 23 years providing social, clinical, and mental health services in the Houston area
- Implemented the first program for intensive home-based services with the Child and Adolescent Services (CAS) division of the Mental Health Retardation Authority (MHMRA)
- Participated in the writing of a proposal for a federal block grant that provides crisis services to children and adolescents who are critically ill
- Provides intensive clinical and administrative supervision for all Home-Based units within the CAS division of MHMRA
- Provided clinical and administrative supervision for all Home-Based units within the CAS division of MHMRA
- Acted as a liaison between Hermann Hospital Psychiatric Unit and MHMRA, supervision staff that monitored children placed in residential and contract facilities; supervised staff that also provided discharge and aftercare planning
- Directs, on a part-time basis, a rehabilitation shelter for women with substance abuse issues
- Has knowledge and use of human service and mental health policy, as well as knowledge of programs and resources gained during tenure with MHMRA
- Member and active participant with the Service Delivery Committee of the Annie E. Casey Initiative for Urban Children
- Can work well independently as well as in group settings

- Excellent leadership abilities and interpersonal skills

Experience

Mental Health Mental Retardation Authority (MHMRA) Houston, Texas
 Department Director 10/99 to 10/01

Provide administrative and clinical leadership to staff in a community mental health center that serve children and adolescents. Also provide supervision for licensure.

Women's Christian Home Houston, Texas
 Part-Time Weekend Director 06/77 to 12/98

- Directed, on a part-time basis, a rehabilitation shelter for women with substance abuse issues and mental illness.

Child and Adolescent Development Houston, Texas
 Contract Therapist/Clinical Supervisor 08/88 to 12/96

- Provided supervision to staff working with behaviorally disturbed adolescents in a residential setting. Also provides group, individual, and family therapy services.

Mental Health Mental Retardation Authority (MHMRA) Houston, Texas
 Unit Director, HBT 09/89 to 09/91

- Provided supervision to Home-Based Therapy units in the Child and Adolescent Services (CAS) division as well as clinical supervision to Children's Mental Health Plan (CMHP) staff and unit managers working with the school-based Family Preservation Program.

Windsor AIDS Ministry Houston, Texas
 Contract Therapist 06/94 to Present

- Provides counseling to individuals and their families with HIV/AIDS.

MHMRA Houston, Texas
 Unit Director – CIRC, Crisis, In-Home Family Support (1154) and TEA Liaison

- From: 07/84 To: 08/89
- Provided supervision to staff working with the Children's Intake and Referral Center (CIRC), and Crisis services units within the CAS division of MHMRA. Developed the first In-Home Family Support unit within the CAS division of MHMRA and Texas Education Agency (TEA) and supervised staff that served as liaison between MHMRA and TEA.

MHMRA Houston, Texas
 Unit Director, Continuity of Care 04/82 to 06/84

- Served as MHMRA liaison for children hospitalized at the Hermann Hospital Psychiatric Unit for children and adolescents. Supervised staff that monitored children placed in residential and contract facilities as well as provided discharge and after care planning.

MHMRA
Therapist/Assessment Coordinator

Houston, Texas
11/77 to 03/82

- Provided group, individual and family therapy services to consumers and their families within Harris County. Completed assessments and provided case coordination for dually diagnosed juvenile offenders.

Licenses: Licensed Marriage and Family Therapist	1994
Licensed Professional Counselor	1984
Licensed Master of Social Work – Advanced Clinical Practitioner	1983
Qualified Mental Retardation Professional	1982

Affiliations:

National Association of Social Workers

Texas Association of Home-Based Services

President of Visions Unlimited, FPFM – Investment Club

References: Available Upon Request



IMHS
Recovery. Resiliency. Results.

06/28/2010

Annie Derry
Byrd's Foster Group Home, Inc

Annie:

Please accept this letter as verification that Devette Adams, LCSW is currently a participating provider on the IMHS STAR Health provider network. Ms. Adams has been contracted to see STAR Health members from 04/01/2008 to present, and is in good standings.

Sincerely,
Brian Rickman
Sr. Provider Relations Specialist
IMHS

Display this card with your certificate

Carry this card with you



Texas State Board of
Social Worker Examiners

certifies that the person identified below is a

Licensed Clinical Social Worker

Devette Adams

License Number 05489

Control Number 60177

Expires 4/30/2012

Dr. E. Sherry, LCSW

President/Officer

Cardholder Signature



Texas State Board of
Social Worker Examiners

certifies that the person identified below is a

Licensed Clinical Social Worker

Devette Adams

License Number 05489

Control Number 60177

Expires 4/30/2012

Dr. E. Sherry, LCSW

Cardholder Signature

President/Officer

7136998843

Exhibit D

Enter your company's name here: _____ Solicitation #: _____

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SECTION 3 - SUBCONTRACTING OPPORTUNITY

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Line Item # 5 Description: Psychotherapy

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

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Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?	
_____	_____	____/____/____	<input type="checkbox"/> - Yes	<input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes	<input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes	<input type="checkbox"/> - No

SECTION 8 - SUBCONTRACTOR SELECTION

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Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?	
<u>Joseph Coleman</u>	_____	<u>7</u> %	<u>\$800⁰⁰</u>	<input type="checkbox"/> - Yes	<input checked="" type="checkbox"/> - No*
_____	_____	_____ %	\$ _____	<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:
Subcontractor has been contracted with facility for approxi-
 mately 6 years and is Medicaid Approved.

JOSEPH COLEMAN II

OBJECTIVE

Highly motivated, goal-oriented professional is seeking a position as a Clinical Social Worker that will fully utilize more than 8 years of experience. Excellent experience in counseling, client relations, client services marketing, development and leadership with a background in community services and teamwork.

SUMMARY OF QUALIFICATIONS

- **Counseling:** As a counselor was responsible for providing individual, group and family counseling for adults on a variety of topics, including drugs, sexual behavior and basic lifeskills. Responsible for needs assessments, which involved interviewing clients and determining specific needs for each individual.
- **Case Management:** Managed overall cases, coordinated and scheduled activities, reviewed cases, quality assurance, and referred clients to other resources and community agencies.
- **Training:** Instructed adults on health care policies and substance abuse. GSSW-Grant proposal.
- **Community Affairs:** Established and maintained an exemplary network of business associates, interacted extensively with community organizations, state, and local officials, and individuals.
- **Family Relations:** Liaison between family member's, residents, clients and residential facility. Worked closely with clients to reintegrate them with their family.

PROFESSIONAL EXPERIENCE

1999-Present Clinical Supervisor	FUUSA	Houston, TX
1999-Present Medical Case Manager	One Village	Houston, TX
1996-1999 Clinical Social Worker	Houston Recovery Campus	Houston, TX
1995-1996 Clinical Social Worker	MHMRA of Harris County	Houston, TX

EDUCATION

1985-1989 B.S. Health Care Administration	Texas Southern University	Houston, TX
1995 Masters of Social Work	University of Houston	Houston, TX
TDH Health Steps- Medical Case Management Certificate		



06/28/2010

Annie Derry
Byrd's Foster Group Home, Inc

Annie:

Please accept this letter as verification that Joseph Coleman, II, LCSW is currently a participating provider on the IMHS STAR Health provider network. Mr. Coleman has been contracted to see STAR Health members from 08/01/2008 to present, and is in good standings.

Sincerely,
Brian Rickman
Sr. Provider Relations Specialist
IMHS



Texas State Board of
Social Worker Examiners

Examiners that the person identified below is a

Licensed Clinical Social Worker

Joseph Coleman II

License Number 21879

Expiration Date 06/30/2012

Original Number 788

Signature

Practicing Office

Exhibit D

Enter your company's name here: Byrd's Foster Group Home, Inc.

Solicitation #: 694-0-0852

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.*

Byrd's Foster Group Home, Inc. is a 24 hour residential facility with fully trained direct care staff as well as contracts with licensed professionals to provide for the supervision, nurturing and safety of its residents as well as provide needed services to address cognitive, emotional, social, psychological and academics issues. Byrd's also maintains a contract with a licensed Chemical Dependence Counselor to address issues of substance abuse. Byrd's has a contract with a licensed Dietician to ensure the residents received nutritious, balanced meals. There is a preventive maintenance policy in place and a contract with a repair service to ensure the upkeep of the physical plant.

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.

L Byrd
Signature

Laverne Byrd
Printed Name

Ex Director
Title

07/23/10
Date

Exhibit D

HUB Subcontracting Statement

It is the policy of the Texas Youth Commission to promote and encourage contracting and subcontracting opportunities for State of Texas certified Historically Underutilized Businesses (HUBs) in all contracts in compliance with Texas Government Code, Statute 2161.001-253. Proposers are encouraged to become HUB certified. State of Texas HUB information and applications may be found at:

<http://www.window.state.tx.us/procurement/prog/hub/hub-certification/>

Definitions for State of Texas HUB certifiable businesses can be found in Texas Administrative Code Title 34 Part 1, Subchapter B, Chapter §20.12 under the Comptroller of Public Accounts Procurement and Support Services (TPASS) program and HUB Rules.

Reference number: RFP# 694-0-0852

It has been determined by the Agency that there are probable subcontracting opportunities in the scope of the work for this proposal/offer.

TYC has provided a brief list of potential areas of subcontracting based upon the TYC's understanding of this procurement request. Proposers are not limited to the potential subcontracting areas listed below. TYC is relying upon the Proposer's expertise to fully identify subcontracting opportunities that best align with their organization and this procurement request. Proposers, who intend to subcontract, are responsible for identifying **all areas that will be subcontracted** and must perform the good faith effort process for each identified subcontracting area as required by the HUB Subcontracting Plan Form documents.

Class	Item	Description
910	39	Janitorial/Custodial Services
910	54	Painting, Maintenance and Repair Services
910	60	Plumbing Maintenance and Repair
948	76	Psychologists/Psychological and Psychiatric Services
958	67	Food Service Management Services
961	02	Administrative Services, (clerical, secretarial)
990	46	Guard Services and Security Services

A HUB Subcontracting Form **must** be filled out and returned with any bid, offer or proposal to be considered responsive. **If your response to this solicitation does not include a HUB Subcontracting Plan, your response shall be rejected as a material failure to comply with advertised specifications. All prime vendors (HUB or Non-HUB) are required to comply.**

Search the State of Texas HUB Database for HUB vendors by the NIGP class and item at the following link:

<http://www.window.state.tx.us/procurement//cmb/cmbhub.html>

Additional minority and women owned business association resources are available for your subcontracting solicitation notices to State of Texas HUB vendors at this link:

<http://www.cpa.state.tx.us/procurement/prog/hub/mwb-links-1/>

If you have any questions about the HUB Subcontracting form, finding HUB vendors, or the State of Texas HUB Program, please contact Barbara Kelley at 512-424-6265, Fax 512-424-6337 or e-mail as follows:

barbara.kelley@tyc.state.tx.us



RULE

a. Purpose.

The purpose of this rule is to provide for notification to the public and elected officials of the opening or relocation of certain Texas Youth Commission (TYC) operated and contracted residential programs at selected sites.

b. Notice.

Except as provided in subsection (d) of this section, as soon as practical before beginning operation or construction of a TYC operated or contract operated residential program that serves six (6) or more solely TYC youth or before relocating such a program that is currently operated elsewhere, notice indicating the proposed address and general description of the program will be given to the public and certain elected officials as follows:

1. notice will be published in a newspaper of general circulation in the county in which the proposed program is to be located and include where public comment on the proposal may be sent for review; and
2. notice will be mailed to each city council member, county commissioner, state representative, and state senator who represents the area in which the proposed program is to be located.

c. Public Meeting.

Upon request by one of the elected officials, a public meeting conducted by TYC or the contract operator will be held to inform the public about the proposed residential program and to receive public comment.

d. Sixty-day Notice for Sites 1,000 Feet from Designated Places and When Written Notice is Received by a Local Governmental Entity.

1. Pursuant to §244.002 of the Local Government Code, 60 days before beginning construction or operation, whichever occurs first, of a TYC or contracted residential facility or parole office that is located within 1,000 feet of a residential area, a primary or secondary school, a park or public recreation area, or a place of worship, TYC or the contract operator shall mail to the commissioners court and governing body of the municipality notice of the proposed location.
2. TYC shall prominently post an outdoor sign at the proposed location of the correctional facility stating that a correctional facility is intended to be located on the premises and providing the name and business address of the entity. The sign must be at least 24 by 36 inches in size and must be written in lettering at least two inches in size and may be required to be both in English and a language other than English as required by the municipality or county.

e. This section does not apply to:

1. facilities that on September 1, 1997, are in operation, under construction, under contract for operation or construction, or planned for operation on land owned or leased for the purpose;
2. foster homes;
3. temporary facilities operating less than one year at the location;
4. expansion of existing facilities;
5. facilities not operating primarily for use as a correctional or rehabilitation facility, but housing TYC youth only for a treatment or educational purpose;
6. facilities that require special or conditional use permits for operation; and
7. district offices located in commercial use areas.

f. Denial of Consent to Operate.

A TYC operated or contract operated residential facility or parole office that is subject to the 60-day notice requirement of subsection (d) of this section may not be operated at the proposed location if not later than the 60th day after the date on which notice is received by a commissioners court or governing body as provided for in subsection (d) of this section, the commissioners court or governing body determines by resolution after a public hearing that the operation of a TYC or contract residential facility or parole office at the proposed location is not in the best interest of the county or municipality.

(TAC effective date(s): 12/14/03; 12/16/99; 10/01/97; 12/31/96)



STATE OF TEXAS §

COUNTY OF TRAVIS §

SAMPLE CONTRACT FOR RESIDENTIAL SERVICES

This contract effective (upon execution), and is by and between the **Texas Youth Commission**, hereinafter **TYC**, and _____, hereinafter referred to as **Service Provider**, for the provision of Residential Therapeutic Group Home and Foster Care Programs for male and female offenders located at _____. This contract number _____, will expire on _____ unless renewed per Section IV, Article 10.

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

This Agreement is composed of the following documents:

1. This Contract, including all attachments;
2. Service Provider's Best and Final Offer (BAFO) dated ____ (to be attached as **Exhibit A of Contract**);
3. Service Provider's Historically Underutilized Business (HUB) Subcontracting Plan (to be attached as **Exhibit B of Contract**);
4. Service Provider's Statement of Work (to be attached as **Exhibit C of Contract**);
5. Service Provider's proposal dated _____ (to be attached as **Exhibit D of Contract**); and
6. RFP #694-0-0852.

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

I. SERVICE PROVIDER

For and in consideration of the payment of fees for providing residential services in accordance with this Agreement, Service Provider will:

- A. Appoint members to a Youth Placement Committee that will be established. This committee will consist of members from TYC and _____. The committee will review youth for placement into the Residential Therapeutic Group Home and Foster Care Programs for male and female offenders. Youth will transition to the Residential Therapeutic Group Home and Foster Care Programs for male and female offenders at a rate of (*TO BE DETERMINED*) per week starting (*TO BE DETERMINED*).
- B. Obtain and maintain a license or certification listed in the RFP.
- C. Comply with all applicable laws, including TYC rules related to the listed services and treatment provided to youth being served under this contract. Any amendments made to applicable TYC rules during the term of this contract apply to the Service Provider as of the effective date of the amendments.

- D. Comply with Service Provider's Statement of Work Outline and Service Provider's Statement of Work Narrative and Budget, attached as **Exhibit C**, 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.
- E. Maintain a "meets standards" overall performance and monitoring measure rating.
- F. 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 Primary Service Worker 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.
- G. Notify the TYC Director of Contracts, Procurement and Support Services 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.
- H. 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 TYC Contract Care Administrator to be away.
- I. Complete and submit annually to the TYC Director of Contracts, Procurement and Support Services the TYC Cost Report for Residential Providers in accordance with the Overview of Rules and Procedures. 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.
- J. Afford TYC access to TYC youth and all records and/or information on TYC youth at all times.
- K. Forward copies of all audits, monitoring, and investigative reports completed by any entity to the TYC Quality Assurance Manager within five (5) work days of receipt.
- L. 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.
- M. 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.

- N. 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.
- O. Disclose in writing to the TYC Director of Contracts, Procurement and Support Services 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.
- P. Comply with the Residential Contract Program Case Management Standards, listed as **Exhibit D of RFP** and incorporated into this contract as if set forth therein. Service Provider agrees that any amendment(s) made to the Standards in Exhibit D during the term of the contract apply to the Service Provider as of the effective date of the said amendment(s).
- Q. 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.
- R. 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 Quality Assurance Manager 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 Quality Assurance Manager.
 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.
- S. Ensure a computer setup with at least the following: Microsoft® Office 2003 (for Word documents and Excel spreadsheets), local Internet service provider (ISP) and an e-mail account.

- T. 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.
- U. To the extent required by law, take any actions necessary to comply with any Plan TYC develops requiring contracted residential service providers to become certified by the American Correctional Association. TYC will provide advance notice of any Plan impacting Service Provider and will provide not less than 90 (ninety) days notice before obligations under this Section begin.
- V. Allow TYC education and treatment staff to review documents related to those services as provided to youth at any time.

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. TYC will appoint members to the Youth Placement Committee referenced in Section I – A.
- B. Pay for services rendered by Service Provider at the rates as follows:

This includes up to five (5) days that youth may be authorized to be away from the program. This authorization may be granted and the limit extended for unusual circumstances by the TYC Contract Care 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 designated TYC Staff. 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. Designate TYC staff for quality assurance and monitoring visits.
- K. Provide amended TYC Residential Standards and amended Residential Contract Program Case Management Requirements to the Service Provider in a timely manner.
- L. 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 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 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.

Section 4: 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.

Section 5: 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. The audited financial statements, notes, opinions, and, if applicable, the schedule of findings and questioned costs shall be submitted to the TYC Director of Youth Services 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 Youth Services.

Section 6: Independent audits must be performed according to Generally Accepted Auditing Standards and any other standards that apply to the Service Provider or subcontractor. 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. 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.

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."

Governmental entities and any business entity, including a non-profit corporation, that does not have a majority shareholder who is a natural person capable of being a child support obligor, are not subject to Section 231.006.

Check **ONE**:

Offeror DOES NOT have a sole proprietor, majority stockholder or substantial owner who is a natural person capable of being a child support obligor therefore IS NOT subject to Section 231.006.

Offeror DOES have a sole proprietor, majority stockholder or substantial owner who is a natural person capable of being a child support obligor therefore IS subject to Section 231.006.

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.

Laverne Byrd 467-86-4061 100%
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.

ARTICLE 17: 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 Contractor Progress Assessment Report) for the term of the contract. The Progress Assessment Report should be submitted to the following address: TYC, 4900 North Lamar, Austin, Texas 78751, ATTN: TYC HUB Coordinator.

ARTICLE 18: FINGER PRINT AND CRIMINAL BACKGROUND CHECKS

Service Provider will:

1. 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.
2. Notify TYC's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who works with TYC youth and who is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations. Such employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker shall be

immediately suspended from working 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) 424-6000.

ARTICLE 19: 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.

IV. 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 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.

Contractor 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 Contractor for the services rendered under this Contract.

ARTICLE 3: LIABILITY INSURANCE

- Section 1:** Contractor 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 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 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: 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.

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 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.

ARTICLE 12: NOTICE

Required notices will be provided to the Contract Specialist at **4900 North Lamar, Austin, Texas 78751**, and to the Service Provider at

ARTICLE 13: VENUE

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

ARTICLE 14: PROBLEM SOLVING IN THE ORDINARY COURSE OF BUSINESS

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

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

Section 3: Formal Resolution:

- a. Contract Service Providers or TYC staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution.
- b. The statement of problem will be submitted to the 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 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 constitutes 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: RIGHT TO AUDIT

Contractor 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. Contractor further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Contractor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the contractor and the requirement to cooperate is included in any subcontract it awards.

Contractor 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. Contractor 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. Contractor 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. Contractor 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, Contractor'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 Contractor's sole cost and expense, independent audits by a qualified certified public accounting firm of Contractor'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 Contractor. 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

ARTICLE 18: PAYMENTS

Prior to authorizing payment to Contractor, TYC shall evaluate Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to TYC for Services performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. 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. Contractor acknowledges and agrees that payments for services provided under this Contract are contingent upon TYC's receipt of funds appropriated by the Texas Legislature.

Contractor 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 19: ASSIGNMENTS

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

ARTICLE 20: APPLICABLE LAW AND CONFORMING AMENDMENTS

Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor 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 Contractor's compliance with all applicable State and federal laws, and regulations.

ARTICLE 21: AMENDMENTS

Except as provided in this Contract, this Contract may be amended only upon written agreement between TYC and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void.

ARTICLE 22: DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES

Contractor 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 Contractor has not been found to be liable for such practices in such proceedings. Contractor 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 23: EQUAL OPPORTUNITY

Contractor 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 24: ANTITRUST

Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, 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 the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

ARTICLE 25: NO CONFLICTS

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

ARTICLE 26: FINANCIAL INTERESTS; GIFTS

Contractor represents and warrants that neither Contractor 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. Contractor 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 27: FELONY CRIMINAL CONVICTIONS

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

ARTICLE 28: FALSE STATEMENTS; BREACH OF REPRESENTATIONS

By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Contractor signed its Proposal with a false statement or signs this Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Contractor 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 29: FORCE MAJEURE

Except as otherwise provided, neither Contractor 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 30: 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. Contractor agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor 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. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

ARTICLE 31: 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, Contractor 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 32: RECORDS RETENTION

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

ARTICLE 33: ABANDONMENT OR DEFAULT

If Contractor 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, Contractor 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 Contractor's non-performance. The defaulting Contractor will not be considered in the resolicitation 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 34: 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 35: MERGER

This Contract contains the entire agreement between Contractor and TYC and supersedes any prior understandings or oral or written agreements between TYC and Contractor 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 Contractor.

ARTICLE 36: 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 37: 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 38: PUBLIC DISCLOSURE

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

ARTICLE 39: RIGHT OF OFFSET

In the event the TYC determines that Contractor owes money to the TYC under any contract or purchase order, the TYC, upon providing Contractor with written notice of its intent to offset, shall have the right to withhold monies due Contractor 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 40: FEDERAL, STATE, AND LOCAL REQUIREMENTS

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

ARTICLE 41: COMPLIANCE WITH APPLICABLE RULES, REGULATIONS, POLICIES, PROCEDURES, AND LAWS

- A. Contractor 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 42: PATENT, TRADEMARK, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

Contractor 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 Contractor's use of or acquisition of any services or other items provided to the State of Texas by Contractor or otherwise to which the State of Texas has access as a result of Contractor's performance under this Contract, provided that the State shall notify Contractor of any such claim within a reasonable time of the State's receiving notice of any such claim. If Contractor is notified of any claim subject to this section, Contractor shall notify TYC of such claim within five (5) business days of such notice. No settlement of any such claim shall be made by Contractor without TYC's prior written approval.

Contractor 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. Contractor 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. Contractor 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 43: NO LIABILITY UPON TERMINATION

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

ARTICLE 44: LIMITATION ON AUTHORITY; NO OTHER OBLIGATIONS

Contractor 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. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the TYC.

ARTICLE 45: 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. 694-0-0852."

□ 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 46: 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 contractor.

ARTICLE 47: 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 48: 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.

Contractor's Mailing Address The mailing address of the Contractor for all purposes under this contract and for all notices hereunder will be: 5708 Hardy St Houston, TX 77009

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.

Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

This Agreement is composed of the following documents:

1. This Contract, including all attachments;
2. Service Provider's Best and Final Offer (BAFO) dated _____;
3. Service Provider's Historically Underutilized Business (HUB) Subcontracting Plan;
4. Service Provider's Statement of Work;
5. Service Provider's proposal dated _____; and
6. RFP #694-0-0852.

ARTICLE 49: SUBSTITUTIONS

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

ARTICLE 50: 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 51: 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 CPA,
- 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/

CPA 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), CPA 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 CPA, and any negative findings, as determined by CPA, may result in non-award to the Respondent.

ARTICLE 52: FEDERAL STATUTE incorporated by Reference

Drug Free Workplace Act of 1988 41 USC 701

For the Texas Youth Commission:

Cheryln K. Townsend, Executive Director Date

For the Service Provider:

L Byrd Laverne Byrd Ex. Director 07/03/10

Signature Printed Name Title Date

Approved as to form:

TYC Attorney Date

**BYRD'S FOSTER GROUP HOME, INC.
2010 STATEMENT OF WORK NARRATIVE
(Revised July, 2010)**

1. LICENSE AND CERTIFICATION REQUIREMENTS

Byrd's Foster Group Home, Inc. operates two therapeutic group homes, one of which admits TYC youth. Both homes are licensed as Therapeutic Foster Group Homes. The licensing agency is the Texas Department of Protective and Regulatory Services. In this elaboration, the home admitting TYC youth will be referred to as the "residence" and the organization as the "agency".

2. STAFF RATIOS AND TRAINING

A. Basic Requirements:

Staff to student ratios

In discussing this section, it is of benefit to the reader to know something about the size of the group home and the staffing pattern. The residence has a licensed capacity of 10 and supplies around the clock awake and alert staff.

The agency maintains a minimum staff to student ratio of 1 staff to 8 residents. If there are more than 8 residents in care, the second staff person is added with the 9th resident, thereby increasing the ratio to well above the minimum. The staff ratio of awake staff during sleep hours never exceeds 1:10.

Reference is made to the staffing schedules for weekdays and weekends.

Case load size

The agency employs a Licensed Clinical Social Worker (LCSW) to provide casework. The LCSW is on duty for 20 hours per week, thus, the caseworker to client caseload will never exceed 1:10.

Staff training

Staff training regularly exceeds 60 hours of training per year. All are trained in CPR, Suicide Prevention, First Aid, Basic Youth Rights, Preventing Sexual Misconduct and Inappropriate Relationships and Medication Administration. The restraint training and restraint techniques used by staff have been approved by TYC.

A copy of the certification is attached.

B. Additional Requirements:

1. The agency provides child-care supervision 24 hours per day with awake night staff at a minimum ratio of 1:10 when operating at full capacity.

2. The agency provides 1:1 supervision of a resident when indicated. Staff members are on-call to provide 1:1 supervision if a resident is judged to be suicidal, or for other indicated reasons.
3. The caseworker to youth never exceeds 1:10.
4. Staff who have the primary administrative and clinical responsibility to manage the behavioral programs and therapeutic interventions meet the following additional requirements.

BFGH meets the Therapeutic Foster Group Home license requirement of a "Therapeutic Team", consisting of a Psychiatrist, Clinical Psychologist, and Licensed Clinical Social Worker. In addition, BFGH engages a Ph.D. level social work consultant to provide consultation to staff on admissions, case management, and group process. This is above the licensure requirements.

A licensed Child Care Administrator is employed according to the licensing standards. Professionals employed in excess of the applicable licensing standards include:

- a. A LCDC is contracted to provide chemical substance abuse assessment, counseling and education which is not required by license;
- b. A degreed Therapeutic Recreational Counselor is engaged by contract to assist in developing and maintaining a quality therapeutic recreational program and to assist staff in evaluating the therapeutic benefit of planned group activities.
- c. Responsibility for Educational liaison is assigned by job description and in the agency's educational policy.
- d. Caseworkers are available for each resident at school through the Special Education Department at Benji's Special Educational Academy Charter School.

3. MEDICAL, DENTAL, AND PSYCHOLOGICAL SERVICES

A. Basic Requirements:

The agency has an established system for provision of medical, dental, mental health, and other health care services through contracts with licensed private practitioners and health care facilities. All providers have had prior approval by TYC. The agency will apply for Medicaid for all youth who are admitted to the program within 24 hours of admission. BFGH will also work with TYC to identify vendors who use the MAPS system for those youth whose Medicaid is denied or who become ill and Medicaid has not yet become activated.

The agency provides transportation for medical, dental, mental health, and other health care services. The staff will take a medical examination form to each doctor's visit, have the doctor complete the form and return the form to the facility to be filed in

the client's medical file. The agency will also continue to be responsible for over-the-counter drugs and medical supplies as defined in the Statement of Work Outline.

Although, Medicaid will be the primary source used to secure medical, dental, mental health and other health care services, it is understood that the basic requirement is for TYC to continue the current system of paying health services providers directly when Medicaid is not active. The agency will contact TYC QA Specialist for an encumbrance number prior to transporting youth to the doctor in cases where Medicaid is not available and youth requires medical attention. BFGH will continue its practice of obtaining prior approval from a parent and TYC for health care services, except in cases of medical or dental emergency. Provider will continue to submit requests for payment to TYC. BFGH does not want to be in a position of collecting funds from TYC to pay the health care provider.

BFGH will continue to submit a monthly psychotropic drug report to TYC whether or not there are youth on psychotropic medications. The report will be submitted by the 5th day of each month to the Quality Assurance Specialist Administrator. Those youth on psychotropic medications will receive a thirty day review at the onset of psychotropic regime and a sixty day review thereafter by the agency's psychiatrist.

Staff will continue to receive training from a Licensed Vocational nurse or pharmacist regarding administration, monitoring and reporting in the use of psychotropic medication.

B. Additional Requirements:

Although the agency does not have on-call nursing services, it does have agreements for on-call medical and psychiatric services on a 24- hour basis. The agency also has a LCSW and Clinical Psychologist on-call on a 24-hour basis. There are formal agreements with a hospital and a 24-hour medical emergency clinic for hospitalization or outpatient treatment of residents 24 hours a day.

4. PSYCHIATRIC, PSYCHOLOGICAL AND TREATMENT SERVICES

A. Basic Requirements:

Provide approved cognitive Behavioral Management System

BFGH continues to utilize a multi-level behavior management system previously submitted and approved by TYC. The levels system is a major component in maintaining a structured group environment as the core therapeutic and corrective learning experience of the agency. While Byrd's does not provide for CoNextions, it does recognize the need for the client to have continuity of care and treatment. Therefore, Byrd's will work in coordination with the Quality Assurance Specialist to ensure that each client is making every effort to work through the goals of the CoNextions program. As each client received a workbook at the orientation unit, Byrd's staff will work with the client to complete all workbook assignments. Each client will be responsible for his own workbook and will also be responsible for the replacement of any lost or destroyed workbooks. Therapeutic activities are planned

and conducted so that the students are positively engaged and not at risk of running away or being threatened by outsiders.

The therapy component is designed to assist the clients in gaining insight into personal, family and social environmental factors which impacts their delinquent or behavioral problems and to develop motivation and skills which will lessen antisocial and self-defeating behavior. Emphasis is devoted to current issues in the residential group living experience and generalized to other aspects of life, including peer group relations at school and in the community and family adjustment and relationship concerns.

The BFGH behavior management system is used in lieu of the TYC CoNextions treatment program. In order to appreciate the prior corrective experiences of the TYC residents, all staff members are trained to implement the TYC system. As new employees are hired, they are scheduled for the next available TYC CoNextions training.

Family Involvement

Byrd's Foster Group Home, Inc. encourages the client to maintain contact and strengthen the family bond by phone, mail, visits when eligible and furloughs when indicated. The family receives an introduction letter and phone call as well as invitations to all Individual Case Plan meetings and social activities involving their child. **(Please See Attach Family Involvement Policy)**

Suicide Prevention/Intervention

The admission policy at Byrd's Foster Group Home, Inc. prohibits the admission of clients who are psychotic/suicidal. Should the client become suicidal post admission the facility has policy/procedure in place which will insure the identification, assessment, protection and safety of the client and others. The facility has access to a secure setting if the client deteriorates to the point of requiring a secure setting. **(Please See Attached Suicide Intervention and Prevention Policy)**

Treatment Services

Individual counseling is provided to youth. A description of the individual counseling services follows.

Group and individual counseling are provided a minimum of once per week. Individual therapeutic treatment is provided consistent with the diagnostic plan of service. The counseling may be provided by the staff social worker or by a consulting licensed mental health specialist.

Qualifications of Treatment Team

A Licensed Clinical Social Worker (LCSW) is employed on a part-time (50% fte) basis). In addition, the agency contracts for the services of qualified clinical specialists who constitute the "Treatment Team". At present, the agency has

contracts with licensed specialists in psychiatry, psychology, and social work.

In addition, the agency has a Ph.D., Licensed Master Social Worker - Advanced Clinical Practitioner, available on call to: 1) develop and review client plans of services (POS); 2) to conduct an independent review of incident reports; 3) to provide consultation to staff on clients failing to make progress; and 4) to provide liaison with external service providers and referral assistance.

Diagnostic and individual treatment services are available whenever needed from any of the licensed specialists. Specific services available are:

- 1) Psychiatric assessment and case consultation,
- 2) Psychological testing and case consultation,
- 3) Individual and group psychotherapy and chemical dependency counseling and education.

An assessment is performed to assist staff and consultants in determining individual client and group needs and to facilitate referrals to external services where indicated. Monthly or more frequent case conferences and staff planning sessions are utilized to determine the continuing needs and progress of residents.

Each youth will participate in formulating and reviewing their individual case plan with the caseworker. The case plan is utilized in case management and is a major vehicle for developing "behavioral contracts".

Consultation and training are provided to child-care personnel in behavioral management of each client within the context of the milieu, based upon assessment findings.

5. TARGET POPULATION

A. Basic Requirements:

The agency admits males, age 10-17 years of age.

6. DAILY LIVING SERVICES

A. Basic Requirements:

Provide and document youth orientation to services

The agency has a Student Handbook that provides orientation to program services for residents. Upon admission, the student is provided a copy of the Handbook. After he has read the book, a staff member goes through the book with the student, asks questions to insure student has comprehended the information and answers any questions the student has regarding content of the book. The student then signs a statement that they have completed the orientation process, received a copy of the handbook, have read and understand it. The parent receives a copy of the visitation policy, letter of introduction to the facility and residents rights within 24 hours of the client's arrival. Parent is oriented to the policy via phone contact during Individual

Assessment. Please see attachment (Visitation Policy, Residents Rights)

Provide safe supervised setting

The facility which admits TYC youth is located at 5708 Hardy, which is on the North side of Houston, just inside the 610 Loop near the entrance to the Hardy Toll Road. The facility is a single family, wood frame residence, built in the 1920's and converted into a group home in the early 1980s. Youth sleep two to a bedroom. There is a group activities room, reception area, kitchen and dining area and a large, fenced yard with recreational equipment. Staff on duty conducts at least one head count per eight hour shift and documents head count on shift assignment sheet. **(See Attachment "Shift Assignment Sheet")**. Administrator conducts one head count a day and documents count in roll book.

The agency has policies and procedures for direct, continuous observation of youth who present a moderate risk of suicide or physical injury.

Provide structured and supervised activities

Reference is made to the following "**Activity Schedule, July, 2010**" for the schedule of structured and supervised activities for school days, weekends, and summer. The schedule covers a seven day week, 16 hour per day period of time. Recreational activities are included in the schedule.

Youth in residence at BFGH are also enrolled in Houston Works, the City of Houston JTPA program, where they receive academic and vocational training and work experience, when indicated. Younger youth not qualifying for the JTPA program are enrolled in the City of Houston Summer Youth Program and/or the Boys and Girls Club of Greater Houston which provides academic, recreation, and social enrichment activities during the summer break from school.

Provide nutritious meals

Reference is made to the attached sample one-week menu. Meals are provided which meet or exceed applicable licensing standards. At least one snack is provided on a daily basis. Educational services are provided by Benji's Educational Academy Independent School District through public school system; hence, the agency cannot participate in the federal school lunch program at the residential facility. **(See Attachment "Menu")**

7. EDUCATION REQUIREMENTS

A. Basic Requirements:

Students who are admitted must attend public education or a charter school setting. Letters from the middle and high school where the students may attend are attached. Annie Derry, Licensed Administrator, serves as the Educational Liaison and coordinates services with the TYC Educational Liaison staff persons in the TYC East

Region Office.

B. Additional Requirements:

Residents for whom G.E.D. preparation is indicated are enrolled in a TEA approved charter school GED program or Houston Independent School District approved programs and have access to testing through H.I.S.D. or the Regional Educational Service Center. Residents enrolled in GED preparation are in school from 8am-4pm and take preparatory courses of Language Arts, Writing; Mathematics, Science, Social Studies and Language Arts, Reading. Texas Southern University and Houston Community College have been identified as approved GED testing sites. The agency provides all necessary supplies (to include paper, pens, pencils, calculators, use of computers, dictionaries, thesauruses, etc.) for the successful completion of class and home work.

8. CLOTHING REQUIREMENTS

A. Basic Requirements:

BFGH will provide adequate clothing which is properly fitted and seasonally appropriate. Clean underwear and socks are provided daily. Laundry is washed on a daily basis by the staff on duty. **Please see the attached laundry schedule.** Reference is made to the clothing list. BFGH has a store room with clothing and a linen supply closet to replenish clothing and linen on an as needed basis.

9. TRANSPORTATION REQUIREMENTS

A. Basic Requirements:

BFGH will be responsible for transportation of youth for services and arrange for overnight visits away from the facility, where this is consistent with the SOW. Overnight visits will be scheduled with the family, where there is a TYC approved home. Where overnight visits are indicated, BFGH will make arrangements including paying for the visit if necessary. BFGH will provide transportation and staff supervision for any overnight activities the agency plans after securing TYC's approval.

10. SECURITY MEASURES/PUBLIC SAFETY

A. Basic Requirements:

Because the agency is located in a built up residential neighborhood, it is particularly aware of the need for security for residents and for the community. Numerous precautions and positive measures have been taken to assure security. Facility keys are passed from staff to staff at shift change. BFGH has a maintenance person on staff who responds to all repair needs. There is a monthly fire drill and clients are made aware of escape routes and standard meeting place.

As indicated previously, the agency staffing pattern requires awake staff at all times. The staffing ratio generally exceeds the licensed standards since at least two staff with direct student supervision responsibilities are generally on duty.

Activities are planned so that the students are positively engaged and not at risk of running away or being threatened by outsiders.

A. Additional Requested Requirements:

Although not required by license, the facility is bounded by a six foot fence. The fence is of wood construction on the back and cyclone wire on the sides and front.

The residential facility has an electronic security system which is monitored by a licensed security agency.

The Houston Police Department comes to the facility promptly on request and will take into custody a child who is out of control or who has violated laws or conditions of parole.

The agency has access to a secure juvenile detention facility when a resident becomes out of control. This facility is used only with prior permission by TYC.

11. YOUTH COMPLAINT AND RESOLUTION SYSTEM

A. Basic Requirements:

The agency has a youth complaint and resolution system. This system is described in the Student Handbook and in the agency's policies and procedures. The process complies with Resident Standard 531 and 533, which are incorporated into the agency process by citation. Relevant sections of agency policies and procedures are attached. Reference is made to the attached "Residents Rights", "Policy and Procedure for Filing/Handling Complaints and Grievances", and the "Complaint Resolution Log" which are most relevant. When a grievance or complaint is made, it has a pre-numbered carbon form which is put into the automated system by the administrator, logged into BFGH's grievance resolution book, tracked and reviewed by the Director periodically. The administrator will investigate allegations assigned to the facility unless the allegation is against the administrator, then the Director will conduct the investigation.

Students are encouraged to use the system to assure quality services and reveal any deficiencies.

12. YOUTH RIGHTS AND PRIVILEGES

A. Basic Requirements:

The resident handbook has a statement that clearly states student (resident) rights and distinguishes between youth rights and earned privileges. Youth are engaged in the planning and review of the plan service. The behavior shaping level system,

previously described provides for increasing privileges based upon satisfactory progress at each progressive level.

Religious preference is obtained from each resident upon admission. All efforts are made to insure that resident is able to worship according to his preference. Residents have access to church, brotherhood, youth group, praise dancing, bible study and choir.

13. TRUST FUND

A. Basic Requirements:

The agency policies and procedures define the system for accounting for residents' funds and for developing and encouraging student money management. A copy of this "**Policy and Procedure for Trust Funds**" is attached. Briefly, the agency protects the assets of each client. Client funds are available to the resident according to policy and procedures. The policy is a larger part of program activities which teach responsible handling and use of money.

Tab 5

Respondent History, Experience, Credentials and Requirements

- A. History, experience and qualifications, include experience with state and federal contracts
- B. Proposed Program Overview (ONE PAGE)
- C. Experience in providing services to juveniles
- D. Experience in providing services to juveniles ages 10-19.
- E. Types of treatment provided to this population, including assessment tools used.
- F. Staff organizational chart of the respondent
- G. N/A (No Parent Organization)
- H. List of references
- I. N/A (No Terminated Contracts)
- J. Affirmation Action Plan
- K. List of members of governing body and/or advisory group (if applicable)
- L. Litigation involvement within the past 5 years.

HISTORY, EXPERIENCE AND QUALIFICATIONS

Byrd's Foster Group Home, Inc. was established some (28) twenty-eight years ago. Initially providing services for young females and then in 1988 transitioning to provide services for young males between the ages of 10 and 17. In 1995, Byrd's Foster Group Home, Inc. opened its second location and continued to provide quality service to the troubled youth of not only Texas but neighboring states as well. Byrd's has worked to instill in the youth entrusted to its care a sense of accomplishment, responsibility and self-reliance. It has also worked to ensure that the youth learn accountability, life skills and social/interpersonal skills which will allow them to appropriately interact in a variety of social situations. These services have been provided to youth from varied backgrounds. This includes those from the Texas Department of Family and Protective Services and Juvenile Probation Departments as well as the Texas Youth Commission.

The executive director of Byrd's Foster Group Home, Inc. holds a B. A. in psychology as well as a Child Care Administrator's license. The case manager is a licensed master social worker as well as a Licensed Child Care Administrator. The psychotherapist is a Licensed Certified Social Worker and the facility has contracts with a psychiatrist, psychologist, pharmacist and dentist. **(Please see attached Licenses)**

BYRD'S RESIDENTIAL TREATMENT CENTER
"PEOPLE HELPING YOUTH HELP THEMSELVES"

PROGRAM PHILOSOPHY

1. The major priority of this treatment program is to ensure a safe, secure, structured but nurturing environment. All clients will be treated with caring, kindness and respect during their stay in the program. It is the goal of this program to promote an environment in which the client is physically and emotionally safe and feels free to confront presenting issues.
2. Youth and their parents/managing conservators have the right to be fully informed and participate actively in the treatment process. Good communication is essential to insure that the decisions made are in the best interest of the client. Staff, parents/managing conservators and the client will verbalize one with the other in an open and honest manner.
3. Clients will be served in the least restrictive appropriate setting available. The program will ensure that the client's well being as well as that of others is protected at all times.
4. Byrd's believes that the client, family and/or managing conservator must be involved in the planning and decisions made related to treatment in order for the client to receive the best care and services possible. Client, family and/or managing conservator will be actively encouraged to attend and participate in treatment activities.
5. The treatment approach used includes the evaluation, assessment and treatment of psychological, cultural, physical, emotional, behavioral, recreational, family, and spiritual needs of the client on an individualized basis.
6. The opportunity, guidance and skills the client needs to modify his behavior will be provided in a therapeutic environment of structure, safety, clear and consistent expectations. The client will receive skills, incentives and direction to motivate change.
7. Most of the clients have fallen into maladaptive behavioral practices and exhibit negative self-image; we understand that every client has the capacity for positive growth and change. Therefore, an environment that fosters these changes is provided and support, encouragement and motivation are offered.
8. Byrd's Residential Treatment Center provides the opportunity, guidance, tools and skills needed for the client to grow emotionally, physically, psychologically, culturally, spiritually, behaviorally and within the family and continually impress upon the client that **change is ultimately his responsibility.**

PROGRAM REQUIREMENTS AND NARRATIVE

Byrd's Foster Group Home, Inc. understands that the youth of TYC are in need of residential services for young males between the ages of 10-17. The program at Byrd's will provide a therapeutic program to promote positive behavioral changes in the youth. Activities and program components are designed to meet the needs of the individual youth. There is a level system in place as well as a merit system for those youth who find it difficult to work the level system.

The goals and objectives are to assist the youth in developing cognitively, emotionally, physically, socially and mentally. This will be accomplished through clinical, casework, recreational, life skills training, community meeting, family involvement, chemical substance abuse counseling and education, academic services and health services.

CASEWORK

The caseworker is a licensed clinical social worker and will develop, monitor and document provision of services and activities as indicated in the individual case plan. The objective of casework is to assist the youth in making use of the total milieu and program resources to help themselves. The caseworker will focus upon conscious factors and daily social functioning and relationships. This portion of the program will be devoted to handling behavior problems and assisting the youth to abide by the structure of the program. Also of concern is learning to function in the community. Therefore, responsibility for the "Life Skills Training" as described below is included in the caseworker's duties.

ACADEMIC SERVICES

Each youth will be enrolled in public school and provided the appropriate educational experience and related services consistent with laws and TEA policies. The agency will serve as the youth's advocate and make use of the complaint procedures to ensure that needed services are received. The administrator will be the formal liaison with the public school system. Byrd's Foster Group Home, Inc. is currently contracted with Benji's Special Educational Academy located at 2903 Jensen Drive in Houston. The school offers regular and special education courses as well as an acclaimed elective selection.

RECREATIONAL

A broad range of recreational, cultural and leisure time activities are provided.

Recreation and leisure time activities will occur on a daily basis. A written plan for structured and supervised activities will be available to the staff and youth at all times.

The plan will specify the activities scheduled and staff duties in terms of supervision and involvement in the activity. During the summer, all youth are enrolled in a cultural enrichment experience conducted by a non-profit agency with financial support from major Houston corporations. During the regular school year, Byrd's Foster Group Home, Inc. directly provides or arranges for a range of recreational and social activities which are designed to contribute to the growth and development of the youth. Some of the specific activities engaged in are active participation in sports, attending sports activities as spectators, involvement in educational and recreational field trips, involvement in spiritual activities, participation in extracurricular school or community sponsored social and cultural development activities.

LIFE SKILLS TRAINING

Will consist of a reasonably structured set of learning activities, some of which will be conveyed in a formal group setting and some of which will require rehearsal of the skill through assigned youth tasks and external duties. The purpose of the training is to prepare the youth for independent living or semi-independent living, whenever feasible. The skills to be learned are those that are necessary to earning money, spending it frugally, being able to acquire or arrange for basic necessities such as clothing, shelter, food and being able to access basic community resources such as

the public transportation system, library and recreational resources. The youth will learn to establish and maintain social relationships while abiding by the formal rules and expectations of society.

COMMUNITY MEETING

Will occur daily, Monday through Friday. This activity is a primarily democratic experience in which problem identification and resolution will occur. The meeting will have several functions including providing a model for the youth of being able to use words rather than impulsive actions or withdrawal to resolve the inevitable disputes which arise when people live together. Individual and group behavior will be analyzed and constructive criticism given. Alternative approaches will be discussed. These meetings will be utilized to plan and evaluate program activities and to provide ongoing orientation to facility rules. Disciplinary measures will be explained along with levels assignments and changes.

FAMILY INVOLVEMENT

Byrd's Foster Group Home, Inc. will encourage family involvement to the degree that the youth and the family is able to participate. The family will be asked to participate in the development and evaluation of the individual case plan. Aftercare planning will involve the family even when the plan is for the youth to live with persons other than the family. Family involvement will be nurtured and supported based upon the philosophy that the youth's sense of identity and esteem are tied to a significant degree to the family irregardless as to how tenuous the linkage. All youth are encouraged to maintain contact with family via mail, phone, visits and passes.

Records will be maintained to document that family contact has or is occurring. Visits will occur on weekends between the hours of 9am and 5pm unless otherwise requested. Passes privileges will be allowed according to the level system.

CHEMICAL SUBSTANCE ABUSE

Byrd's Foster Group Home, Inc. will provide, by contract with a licensed chemical dependency counselor, chemical substance abuse counseling and education. This will include assessment, testing, counseling and teaching. Provided within the substance abuse education and counseling portion of the program is also an anger management class and a lower elements R. O. P. E. S. course to teach the youth trust and train the youth in agility and teamwork.

HEALTH SERVICES

The administrator will apply for Medicaid for each youth within 24 hours of his admission to the program. Youth will receive routine medical care as needed. All staff members are trained in medication administration, first aid and CPR. Youth have the right to refuse medical care. Should the youth refuse medical care, the refusal will be documented on a refusal form and filed in the youth's master file. Managing conservator will be notified and resolution of the matter will be pursued.

The facility will provide over the counter medication as well as basic first aid supplies. A first aid kit will be readily available for staff use. Prescription medication will be maintained in a locked box in a locked cabinet and will be administered according to medical instructions. Staff will document all administered medications on a medication log.

SUPERVISION

Byrd's Foster Group Home, Inc. is a non-secure residential setting. The facility has a schedule for structured and supervised activities during school days, weekends and holidays. The schedules cover a seven day week, 16 hour per day period of time.

Recreation is included in the schedule. **(Please see Attached recreation schedule).**

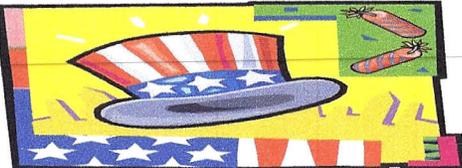
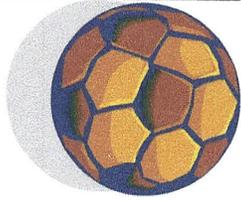
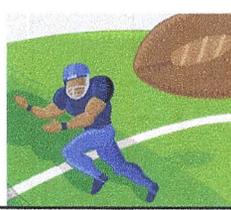
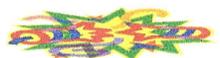
The staff on duty conducts at least one head count per eight hour shift and

documents the head count on the shift assignment sheet. **(See Attached)** The

Administrator conducts one head count a day and documents count in the roll book.

The agency also has policies and procedures for direct, continuous observation of client who presents a moderate risk of suicide or physical injury. **(Please see Suicide Intervention and Prevention Policy).**

The facility offers outdoor activities such as basketball, football and calisthenics on campus. The youth are enrolled in and transported to the Boys and Girls Club of Greater Houston. They are able to participate in a variety of activities which provides academic, recreation and social enrichment activities. This includes but is not limited to softball, computer classes, arts and crafts, soccer, basketball, table games, video games, etc.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<h1>JULY 2010</h1> 						
				<p>1 CiCi's Pizza Outing 5:45p-7:30p Choir Rehearsal (optional) 7:30p-9:15p CCW-2</p>	<p>2 Boys and Girls Club 10a-4p I Spy Word Scramble 7:45p-9:45p CCW-2</p>	<p>3 Life Skills 10a-12n Calisthenics 2p-3p Worst Case Scenario 4:45p- 7:45p CCW-2</p>
<p>4 Church(optional) 8a-1p Calisthenics 2p-3p Bank account 7:30-9:30p CCW -2</p> 	<p>5 Irvington Park Outing 10a-2p Scrabble Slam 5p-6p CCW-2</p>	<p>6 Boys and Girls Club 10a-4p Life 5p-6p CCW-2 Brotherhood(optional) 8p-9p</p>	<p>7 Boys and Girls Club 10a-4p Brain Quest 5p-6p CCW-2</p>	<p>8 Boys and Girls Club 10a-4p Moment of Truth 7pm-9pm CCW-2</p>	<p>9 Lunch Outing 12a-2:45p Chess 7:45p- 8:45p CCW-2</p>	<p>10 Life Skills 10a-12n Calisthenics 1p-2p Twist 5p-6p Speed 7:45p- 8:45p CCW-2</p>
<p>11 Church(optional) 8a-1p Calisthenics 2p-3p Numeracy 7p-8:45p CCW-2</p>	<p>12 Boys and Girls Club 10a-4p Bingo 5p-6p CCW-2</p> 	<p>13 Boys and Girls Club 10a-4p Upwords 5p-6p Brotherhood(optional) 8p-9p CCW-2</p>	<p>14 Boys and Girls Club 10a-4p Spades 7:30p-9:45p CCW-2</p> 	<p>15 Boys and Girls Club 10a-4p Checkers 5p-6p Choir Rehearsal (optional) 7:30p-9:15p CCW-2</p>	<p>16 Boys and Girls Club 10a-4p Chinese Checkers 5p-6p Cinema Outing 7:45p-9:45p CCW-2 HAIRCUTS</p>	<p>17 Life Skills 10a-12n Calisthenics 1p-2p Spades 7:45p-9:45p CCW-2</p>
<p>18 Church(optional) 8a-1p Calisthenics 2p-3p Sight Word Bingo 7:45p-8:45p CCW-2</p>	<p>19 Boys and Girls Club 10a-4p Following Directions 5p-6p CCW-2</p>	<p>20 Moody Park Weight Room 10a-4p Express Yourself 5p-6p Brotherhood(optional) 8p-9p CCW-2</p>	<p>21 Boys and Girls Club 10a-4p Charoodles 5p-6p CCW-2</p>	<p>22 Boys and Girls Club 10a-4p Ringling Brothers Circus 7:30p-10:00p CCW-2</p>	<p>23 Boys and Girls Club 10a-4p Twist 5p-6p Cause and Effect 7:45p-9:45p CCW-2</p>	<p>24 Life Skills 10a-12n Calisthenics 1p -2p Time Capsule 7:45p- 9:45p CCW-2</p>
<p>25 Church(optional) 8a-1p Calisthenics 2p-3p In-house Movies 7:45p-8:45p CCW-2</p>	<p>26 Boys and Girls Club 10a-4p Speed 5p-6p CCW-2</p>	<p>27 Boys and Girls Club 10a-4p Reading for Detail 5p-6p CCW-2</p>	<p>28 Boys and Girls Club 10a-4p Clue 5p-6p CCW-2</p>	<p>29 Boys and Girls Club 10a-4p Blokus 5p-6p CCW-2</p>	<p>30 Boys and Girls Club 10a-4p Battleship 5p-6p CCW-2</p>	<p>31 Life Skills 10a-12n Calisthenics 1p -2p Monopoly 7:45p- 9:45p CCW-2</p>

SCHEDULE SUBJECT TO CHANGE WITHOUT NOTICE

BYRD'S FOSTER GROUP HOME, INC.
"PEOPLE HELPING YOUTH HELP THEMSELVES"

SUICIDE ALERT POLICY AND PROCEDURE
NON-SECURE PROGRAM

POLICY AND PROCEDURES:

Byrd's Foster Group Home, Inc. does not contain a security unit and is therefore designated a non-secure program. The admission policy at Byrd's prohibits the admission of a client who is actively psychotic/suicidal. If the client becomes psychotic/suicidal after he is admitted it is the policy of Byrd's to provide for the identification, assessment, protection and treatment of clients who may be at risk for suicide in the least restrictive environment to ensure safety. If a client is placed on suicidal precautions, the following individuals will be contacted immediately: administrator, therapist, shift supervisor, caseworker/QAS, parent/guardian. Efforts to reach these individuals will be documented in the client's progress notes and in the form of an incident report. When the client is removed from suicidal precautions, the aforementioned individuals will also be notified. If the client remains on suicidal precautions for 24 hours or if his behavior deteriorates, he will be immediately transported to the psychiatric facility for mood stabilization. If the suicide is life threatening or completed, notification will be made to the OIG, parents/guardians and the appropriate Central Office staff by the Executive Director. Any staff member who hears or observes a client verbalizing or engaging in non-lethal or overt suicidal behavior will immediately respond by providing constant observation to prevent dangerous or potentially dangerous behavior. Medical services will be activated by dialing 911 if necessary. Staff will confiscate any materials or objects which have been or could potentially be used for self injurious purposes. The client who exhibits or verbalizes suicidal behavior will be evaluated by the MHP within three hours of the actions or verbalizations.

For the purpose of this policy new terminology has been instituted to include:

1. **Mental Health Professional (MHP)** – a doctoral level psychologist, master's level associate psychologist, licensed professional counselor or a licensed clinical social worker.
2. **Psychiatric Provider**-a psychiatrist or psychiatric mid-level practitioner licensed to practice in the state of
3. **Trained Designated Staff**- staff trained to conduct a Suicide Risk Screen. This will include the administrator, licensed clinical social worker, direct care staff and degreed case managers. This staff shall receive annual training by an MHP

4. regarding policy, suicide indicators and suicide screening. All direct care staff shall receive initial suicide prevention training and annual updates thereafter.
5. **Suicide Ideation**-thoughts of engaging in suicide-related behavior. This means a youth expresses thoughts or fantasies about committing suicide or expresses a desire to kill himself, but lacks a specific plan or strategy to carry it out. Suicidal ideation is not considered a type of suicidal behavior for reporting purposes.
6. **Suicide Alert** –a status that begins following a face-to-face suicide risk assessment by an MHP indicating that a youth is at risk to attempt suicide or self-injury and is in need of increased supervision. A red tag will be placed on the client’s master to alert all staff of client’s status. The tag will be removed if the precaution is discontinued by the MHP or the client is moved to a psychiatric facility.
7. **Suicidal Behavior** –include suicide attempts, suicidal gestures, intentional self-injurious behavior or development of a plan or strategy for committing suicide. Suicidal behavior generally involves some overt action or clear indication of the development of a specific plan or strategy to injure or kill oneself.
 - A. **Life Threatening Suicide Attempt**-a suicide attempt that a health care professional determines would have resulted in death except for circumstances beyond the youth’s control.
 - B. **Suicide Attempt**-an act apparently intended to end one’s life. A suicide attempt is a type of suicidal behavior.
 - C. **Self-Injurious behavior**-behavior that causes harm, such as self laceration, self battering, taking overdoses or exhibiting deliberate recklessness. Self-injurious behavior is considered a type of suicidal behavior for reporting purposes.
8. **Suicide Observation Folder**-a folder containing suicide observation logs/check sheets and any other pertinent information as determined by an MHP. The staff directly responsible for monitoring the client will possess the folder at all times while the client is on suicide alert.
9. **Suicide Observation Level**- levels of observation determined by an MHP to provide enhanced supervision for clients who are awaiting a suicide risk assessment or placed on suicide alert. Byrd’s will have three levels of observation which will be automatically assigned by policy or determined by the MHP to ensure the safety of the client. General criteria for determining the appropriate level of observation are as follows:

A. One-to-One Observation is generally considered appropriate for a client who is actively suicidal, either threatening or engaging in self-injury and who may require emergency psychiatric placement. One-to-One observation includes:

- a. assigned staff may not have any other concurrent duties
- b. assigned staff is within six feet of the client and maintains continuous direct visual observation of the client at all times, including when the client is in his room or while sleeping.
- c. assigned staff will document the client's status at least once every ten minutes
- d. assigned staff must be formally relieved by another staff or the discontinuation of the 1:1 status
- e. doors to individual rooms will remain unlocked, except where the client presents an imminent danger to staff due to aggressive behavior

B. Constant Observation –is generally considered the appropriate level observation for a client who is actively suicidal, either by threatening or engaging in self-injury, but does not appear to require emergency psychiatric placement. Constant observation shall include the following: during awake hours, client is in sight of the assigned staff and within 12 feet at all times. This staff may have concurrent duties which do not interfere with observation of the client. Other staff members will assist in the visual observation of the client. The client may remain in the general milieu with this observation level. The assigned staff will document the client's status at least once every ten minutes. During sleeping hours, the assigned staff will observe and document the client's status at least once every five minutes and will constant motion checks at least once every thirty minutes.

C. Close Observation –generally considered the appropriate level of observation for a client who is not actively suicidal and would be considered a lower risk for suicide, but expresses suicidal ideation and/or has a recent history of self-injurious behavior. Close observation would be appropriate for a client who denies suicidal ideation or does not threaten suicide, but demonstrates other concerning behavior (through actions, current circumstances or recent history) indicating the potential for self-injury. Close observation includes the following: the assigned staff will observe and document the client's status at least once every ten minutes and will perform constant motion checks at least once every hour. Staff will generally have concurrent duties which do not interfere with the required observation of the client.

10. **Suicide Risk Assessment** –clinical face-to-face interview with a MHP for the determination of suicide risk. Client participates in the interview and has opportunity to voice his feelings/concerns. This assessment will be required before a client can be removed from SAP status, placed on SA status, for the continuation of SA status, removal from SA status.
11. **Suicide Risk Assessment** –standardized face-to-face assessment by an MHP that contains specific lines of inquiry regarding suicide risk, a mental status examination and clinical observations and recommendations.
12. **Suicide Risk Screening**–a standardized face-to-face interview by an MHP or trained designated staff in consultation with an MHP to determine the appropriate suicide observation level until a suicide risk assessment is conducted. The client will have reduced or supervised access approved by the MHP, to potentially dangerous objects. This will include but not be limited to belts, shoe laces, razors, chemical cleaning agents, pens, pins, pencils, clothes hangers, colognes, radios, radio cords, tacks, fans, deodorants, electrical cords, etc. Staff will utilize Byrd's SA/SA-P roster to ensure that the level of observation assigned by the MHP is maintained. Client will be placed on a finger food diet to ensure safety. During sleeping hours, staff will have the client's mattress moved to an open area to ensure staff maintains direct view of the client while he is abed. Staff will ensure that the client has supervised access to areas where there is access to potentially lethal and/or harmful objects or machinery. The client will not participate in any off campus employment or privileges except for medical treatment or court hearings. The staff will continue one to one supervision until client is evaluated again either by the MHP or the psychiatric facility staff. Client on SA-P will not be allowed to attend off campus school.
13. The MHP will determine whether the client can be safely managed in the facility. If it is determined that the client cannot be safely managed in the facility the administrator will ensure that additional staff is called to provide one-to-one supervision until the client can be placed in a psychiatric unit. The MHP will maintain contact with the psychiatric unit to obtain current mental status information and assess the length and suitability of the facility to safely manage the client. Should the client's mental status remain psychotic for more than three (3) days, the administrator will initiate the process to have the client placed in a more secure placement.

The following procedures will be implemented when client makes a verbal or non threatening gesture: the staff will immediately notify the administrator. The suicide screening tool will be completed by trained staff within one hour. The administrator will determine the level of supervision and the MHP will be notified. Within twenty-four hours a face to face assessment of the client will be conducted to

page 5

determine the emotional status of the client. The MHP will make the determination to place the client on suicidal alert and establish a level of observation or remove the client from suicidal alert status. The administrator will notify the QAS, Executive Director, parents/guardian of the client. The client will remain on established

observation level until the MHP deems the client to no longer be a danger to himself. Should the client remain on suicidal alert for at least three days or his mental status deteriorates, he will be transported to a psychiatric hospital.

The following procedures will be implemented when client makes a physically threatening or commits a dangerous act: for the client who verbalizes threats to physically harm himself or commits a dangerous act which is suggestive of imminent potential harm to himself will be placed on one to one supervision. The trained staff will complete the suicidal screening tool. Staff will notify the administrator. Administrator will notify the MHP. The MHP will complete a face to face assessment of the client within three hours of being notified of the client's plan or act or the client will be transported to an emergency medical facility for assessment of emotional status. The client will have a red tag attached to his master file and will be one to one with staff until he is assessed by the MHP or transported to the psychiatric hospital for evaluation. The administrator will notify the QAS, Executive Director, parents/guardian of the client. The staff will not be assigned any other duties while in a one to one with the client.

**BYRD'S FOSTER GROUP HOME, INC.
ORGANIZATIONAL CHART**

**LaVerne M. Byrd, BA, LCCA
Executive Director**

Byrd's #1
Annie C. Derry, BA, LCCA

Byrd's #2
Darrell Spates, LMSW, LCCA

Devette Adams, LCSW (Contract)

Joseph Coleman, LCSW (Contract)

Psychiatrist
Psychologist
Program Consultant
Jeffrey Williams, LCDC
(Contract)

Psychiatrist
Psychologist
Program Consultant
Jeffrey Williams, LCDC
(Contract)

Case Manager

Case Manager

Youth Care Workers

Youth Care Workers

REFERENCES

1. Naomi Labba
883 Marcolin Street
Houston, TX 77088
(281)999-7864
2. Forester C. Duru, CPA
9888 Bissonnet #690
Houston, TX 77036
(713)776-9300
3. Tammy Yanez
2893 State Highway 6
Marlin, TX 76661
(254)883-1100
4. Larry Griffin
9335 Arden Bend
San Antonio, TX 78235
(210)242-7872 or (210)865-0113
5. Dr. Ronald Rea
P. O. Box 571085
Houston, TX 77257
(832)265-6633
6. Atty. Darla Carlisle
3818 Madison Ave.
Baytown, TX 77520
(713)341-1179
7. David Creton
5701 Hardy Street
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(832)287-7443
8. Dr. Anthony Odubele
10039 Bissonnet #100
Houston, TX 77036
(713)774-7200
9. Jeffrey Williams
4405 Spring Cypress #111
Spring, TX 77388
(281)353-8333
10. Rennie Doucett
9494 Westfield Rd #124
Humble, TX 77346
(713)357-8369
Rennie_Doucett@hchd.tmc.edu

TERMINATED CONTRACTS

There have been no contracts terminated within the previous 5 years.

AFFIRMATION ACTION PLAN

Byrd's Foster Group Home, Inc. is an equal opportunity employer and provider. The company does not and will not discriminate against any one with regards to race, color, sex, national origin, age, religion, political beliefs or disability. All open jobs are advertised in public newspapers and open for all interested parties to apply. Job vacancies are also listed with the Texas Workforce Commission through the Work in Texas website. If you feel you have been discriminated against you may contact the Office of Civil Rights at the below listed number and/or address.

**USDA, Director
Office of Civil Rights
Room 326-W
Whitten Building
1400 Independence Avenue, SW
Washington, D. C. 20250-9410
(202)720-5964**

BOARD OF DIRECTORS

No members of Byrd's Foster Group Home, Inc. are employees of the organization.

**BYRD' S FOSTER GROUP HOME, INC.
BOARD OF DIRECTORS**

**5708 Hardy Street
Houston, TX 77009
(713)699-3284 PH
(713)699-8843 FAX**

**882 Marcolin Street
Houston, TX 77088
(281)931-7481 PH
(281)931-0329 FAX**

David Creton
5701 Hardy Street
Houston, TX 77009
Occupation: Owner/Operator
Ethnicity: AA
(713)691-7282
Tenure: 5 years

Chairman of the Board

Sharon Lyles
12315 Carriage Oak Circle
Humble, TX 77346
Occupation: Senior Staff Accountant
Ethnicity: AA
(281)812-0475
Tenure: 2 year

Member

Rennie Doucett
9494 Westfield Rd #124
Humble, TX 77346
Occupation: Accountant Assistant II
Ethnicity: AA
(713)357-8369
Tenure: 2 year

Secretary

Mary Hayes
5313 Hardy Street
Houston, TX 77009
Occupation: Church Secretary
Ethnicity: AA
(713)697-0267
Tenure: 5 years

Member

Byron Keyes
1822 Coral Drive
Houston, TX 77090
Occupation: Manager
Ethnicity: AA
(281)880-9949
Tenure: 4 year

Member

BYRD'S FOSTER GROUP HOME, INC.
"PEOPLE HELPING YOUTH HELP THEMSELVES"

LITIGATION

Byrd's Foster Group Home, Inc. has had no litigation in the past three years.

Tab 6

Site and Facility Specifications

- A. Facility Description
- B. Define other agencies or groups under contract or anticipated contracts in the same facility.
- C. Type of program
- D. Sleeping areas for youth
- E. Recreational space for juvenile offenders
- F. Medical Room (if applicable)
- G. Location and space for educational services (N/A)

BYRD'S FOSTER GROUP HOME, INC.
"PEOPLE HELPING YOUTH HELP THEMSELVES"

**LOCATION
AND
HOURS OF OPERATION**

Byrd's Foster Group Home, Inc. has two locations. Both group homes are located in residential neighborhoods. The agency shares a common website. The mailing addresses, phone numbers, fax lines and email addresses are as follows:

Byrd's Foster Group Home, Inc #1
5708 Hardy Street
Houston, TX 77009
(713)699-3284 Telephone
(713)699-8843 Fax
email: byrdsnestlb@prodigy.net

Byrd's Foster Group Home, Inc.#2
882 Marcolin Street
Houston, TX 77088
(281)931-7481 Telephone
(281)931-0329 Fax
email: byrdsgrouphome@att.net

The website for the agency is www.byrdshome.com.

The homes operate 24 hours per day 7 days per week. The normal business hours are 9am to 5pm Monday through Friday.

The Executive Director is Ms. Laverne Byrd.

BYRD'S FOSTER GROUP HOME, INC.
"PEOPLE HELPING YOUTH HELP THEMSEVLES"

PROGRAM DESCRIPTION

Byrd's Foster Group Home, Inc. (Byrd's) has two locations. One is located in the Fifth Ward area of Houston, Texas. It is near downtown and is in close proximity to Minute Maid Park, the Toyota Center, Houston Community College and University of Houston Downtown. Fifth Ward is rich in churches, recreational parks and social service agencies. The other location is in the North Plaza Subdivision of the Acres Home Area. It is also near recreational parks, churches and various companies which provide our clients employment opportunities. Byrd's is a non-profit organization serving the needs of adolescent males requiring long term therapeutic care in the state of Texas. The location at 882 Marcolin is a 4 bedroom, 2 bath house.

The organization is dedicated to providing the highest standards of quality services toward alleviating human suffering and promotion of the highest level of functioning as possible with the resources available to it. Byrd's strives to maintain a set of values, behaviors, attitudes and practices within its organization, program, system and individuals, enabling staff and volunteers to work effectively with the residents and families from other cultures. Byrd's expects its staff and volunteers to honor and respect the beliefs, language, interpersonal styles and behaviors of all individuals and families receiving services.

The center piece of the program is residential services in a therapeutic, group setting. Byrd's accepts young males between the ages of 10 and 17.

Included in the program at Byrd's are a level system and a behavioral management

system, which fosters an increased sense of self-reliance. Those clients who are unable to successfully work the level system are placed on a merit system to provide them with a tangible sense of accomplishment . Clients must be on level two or above to be eligible for outings.

Some of the services offered are individual and group therapy, family conferences, chemical dependency counseling and education, recreational activities, educational activities, work opportunities, anger management course and home evaluation visits.

Byrd's Foster Group Home, Inc. offers a multi-disciplinary team to include psychologists, psychiatrist, licensed certified social workers, licensed chemical dependency counselor, licensed child care administrators, contract with public schools and charter school and trained child care workers.

Byrd's Foster Group Home, Inc. is a non-secure community based program with child care workers who work in shifts to maintain a 24-hour constant supervision of the youth. The staff verbalizes and illustrates the parameters the youth is allowed. The youth is oriented to the facility floor plan, rules and policies and is made aware of prohibited areas. The facility has doors which can be opened from the inside with a turn of the doorknob. Staff will attend and supervise youth on campus at a ratio of 1:8 and off campus at a 1:5 staff/youth ratio.

The agency does not have a medical room but does apply for Medicaid for the youth within 24 hours of the youth's arrival. The youth is able to see a doctor whenever needed. The staff is trained according to the nursing procedures of the facility and

also receives medication administration training from a licensed pharmacist on a yearly basis. Byrd's Foster Group Home, Inc. does not offer an on-site educational service with the exception of daily tutorials. The youth are enrolled in the public school system in a charter school setting. This allows the youth to receive more one to one instruction. The charter school setting offers special education services to those who qualify. It also offers a variety of extracurricular activities as outlets for intellectual, athletic and artistic talents.

Other Contracts

Byrd's Foster Group Home, Inc. currently holds contracts at both locations with the Texas Department of Family and Protective Services.

Care is provided to young males ages 10-17. The clients present with varies emotional and mental disturbances, educational difficulties, family of origin issues, anger management issues, chemical substance abuse issues and histories of runaway, verbal and physical aggression.

Tab 7

Program Implementation and Commencement of Services

- A. Ability, Resources and Commitment to commence services
- B. Start-up Plan/Schedule
- C. Time table of Activities
- D. N/A (Facility already in business and community already notified upon opening)
- E. Resumes of key personnel
- F. Computer Setup
- G. Staff training
- H. All license held by staff and faculty

PROGRAM IMPLEMENTATION AND COMMENCEMENT OF SERVICES

TIMETABLE TO COMMENCE SERVICES

Byrd's Foster Group Home, Inc. is an operational non-secure residential program which has been in business for more than 27 years. The facility has provided quality service to the troubled young of Texas during this time and will continue to do so.

Byrd's has trained staff already in place as well as contracts with mental health professionals to ensure the physical, emotional and mental well being of the youth placed in its care. Byrd's is ready to commence services for TYC youth immediately.

PUBLIC HEARING

Since, Byrd's has been in the business of providing care for at-risk youth and the location under consideration has already undergone a public hearing, it is unnecessary to re-notify state and local officials or the community that the facility will continue to provide services to at-risk youth.

COMPUTER SETUP

Byrd's Foster Group Home, Inc. does and will continue to maintain a computer setup with Microsoft XP, e-mail address and a local ISP

Tab 8

Program Components and Narrative

- A. Contractor Clinical Focus Narrative
- B. Licenses and Certifications of program staff
- C. Contractor Clinical Program Policies and Procedures
- D. Target Population
- E. Transportation
- F. Staff Requirements and Training
- G. Hours of operation and program schedule
- H. Assessment Tools
- I. Health Care/Medical Services
- J. Educational Services
- K. Clothing, nutrition and hygiene items
- L. Food Services
- M. Treatment Services (onsite and contracted services), include qualifications of providers.
- N. Handling Youth rights, Youth complaint and Resolution System and Personal Funds
- O. Behavioral Management/Modification System
- P. Privilege System
- Q. Sample of case plan utilized by program
- R. Literature review to support and validate programming offered.
- S. Understanding and Acceptance of TYC Contract Provisions, Certifications and Representations.
- T. Agreement to execute contract at time of award

CLINICAL

The therapy component is designed to assist the youth to gain insight into personal, family and social factors which are associated with their delinquent or behavioral problems and to develop motivation and skills which will lessen antisocial and self-defeating behavior. A doctoral level assessment specialist will assist staff and consultants in determining client and group needs and facilitate referrals to external services where indicated. The treatment team consisting of the psychiatrist, psychologist, licensed clinical social worker, the administrator, caseworker, QAS, the client and the executive director will meet initially to develop the youth's master treatment and quarterly to assess the plan. The QAS, caseworker, client and the administrator will meet monthly to assess and update the youth's individual case plan. The client's family will be invited to attend and participate in the case planning. The case plan is utilized as a vehicle for developing "behavioral contracts." Client will receive individual and group therapy. Parents will be encouraged to participate in family sessions. Client will also receive substance abuse counseling and education to include lower elements R. O. P. E. S. and anger management classes.

ADMISSION POLICIES AND PROCEDURES

It is the policy of Byrd's Foster Group Home, Inc. to accept only males ages 10-17 who meet eligibility requirements. Eligible youth will have moderate to severe emotional disturbance, may exhibit an underlying moderate risk of causing harm to themselves or others, but will be readily managed by therapeutically trained residential staff in an open community setting. Disturbed youth who are also diagnosed as having conduct disorders and who have been adjudicated as delinquent will be admitted.

Youth admitted may be dealing with preservation of meaningful relationships with family members and other important people in their lives. All youth will be expected to be ready and motivated to attend and share in group and individual treatment with professional staff and consultants. They must be able to participate in the full range of therapeutic group and community activities including: recreation, employment, public education and normative community activities such as religious and social events.

Byrd's Foster Group Home, Inc. will not admit persons whose needs it cannot reasonably expect to meet. The Group Home shall not accept persons beyond its licensed capacity.

No person shall be admitted until enough information is available to ascertain whether or not the person meets the eligibility criteria and is a suitable candidate for this program.

All admissions shall be from 8am to 5pm Monday through Friday, unless exceptions are approved by the Executive Director.

Since the first impression the new client has of the Home may have a great impact on his acceptance on subsequent relationship with and attitude toward the Home, every effort shall be made to make that first impression a positive one.

For efficiency and maximum use of scarce resources good faith effort shall be made to keep all beds in the Home full. Therefore, when a discharge is planned a corresponding admission is also planned.

The treatment team shall make the final decision regarding admissions.

ADMISSION POLICY

I. ELIGIBILITY CRITERIA

Byrd's Foster Group Home, Inc. shall accept persons for care regardless of race, religion, creed, color or nationality. The person must be male and between the ages of 10-17. Byrd's will accept youth who emotionally disturbed including youth who are adjudicated, who have a history of nonviolent anti-social acts, exhibit repetitive behavior problems, have some (not extreme) history of substance abuse, who are in need of a structured supportive setting, have a capacity to use counseling, can benefit from a community-based residential program and can relate to a group.

Byrd's Foster Group Home, Inc. **WILL NOT ACCEPT:**

1. clients who are psychotic and have been recommended for placement in a psychiatric institution.
2. clients who are severely physically and/or mentally challenged:
Severely Physically Challenged-limitation of movement of limbs
(motor movement)
 - Quadriplegic
 - Hemiplegic
 - Brain Damage
 - Cerebral Palsy**Mentally Challenged**-behaviors which interfere seriously with individual capabilities to perform or learn certain things.
 - Brain Damage
 - Cerebral Palsy
 - Severe Fetal Alcohol Syndrome
3. clients who are mentally retarded

Mental Retardation-conditions of sub-average general intellectual functioning, which originates in the developmental period and is associated with impairment in adaptive behavior:

- Cerebral Palsy
- Downs Syndrome
- Autism

4. clients who are physically disabled

Physical Disabilities-(loss of limbs, motor skills)

- Handicap
- Quadriplegic

5. clients with the following medical conditions:

- HIV/AIDS
- Contagious Diseases

6. clients with chemical dependency (a pattern of substance/drug use which leads to significant problems or distress, such as failure to attend school/work, etc.)

7. clients who are fire starters

8. clients who pose a danger to themselves or others:

- Suicidal
- Homicidal

II. NON-EMERGENCY ADMISSIONS

1. The admission assessment must be completed prior to a client being accepted for care.
2. A written psychiatric or psychological evaluation must be included in each client's record. If the client is coming from another regulated placement, the evaluation must have been completed no later than 12 months prior to the date of admission. If the client is not coming from another regulated placement, the evaluation must have been completed no more than 6 months prior to admission.

III. EMERGENCY ADMISSIONS (if approved by Executive Director)

1. A client cannot remain longer than 30 days in an emergency placement unless an admission assessment has been completed that shows that

continued placement meets the needs and interests of the client and his parents or managing conservator.

2. The admission assessment must be completed and implemented within three days of admission.
3. The following information must be obtained and documented in the child's record:
 - Brief description of the circumstances warranting an emergency admission
 - If the client has not had a written psychiatric or psychological diagnostic evaluation as set forth in item 2 under Non-Emergency Admissions, the evaluation must be completed within 30 days of admission
 - The date and time of admission
 - Known allergies, such as foods, medications, sting and skins allergies
 - Known contra-indicators to the use of restraint
 - Brief description of the client's history, client's current behavior, Byrd's evaluation of how the placement will meet the client's needs and best interests

IV. ADMISSION ASSESSMENT

Byrd's shall not accept a child for care until an admission assessment has been completed and it has determined that the placement meets the needs and best interest of the client and his family.

The admission assessment shall be completed by a staff member having one of the following educational qualifications:

- Master's degree in social work from an institution accredited by the Council on Social Work Education and a minimum of one year of experience in children and family services.
- A graduate degree in behavioral or social science from an accredited college or university and two years of experience in children and family services

- A bachelor's degree in social work from an accredited college or university on year of supervised experience in children and family services.
- A bachelor degree from an accredited college or university and three years of supervised experience in children and family services.
- A bachelor degree from an accredited college or university and current direct supervision from a person meeting one of the qualifications listed above.
- A licensed childcare administrator

The admission assessment shall be filed in the client's record and shall include at least the following:

- A description of the client's family relationships and family circumstances that make placement necessary.
- The client's developmental and medical history
- The parent's or managing conservator's expectations of placement
- The client's understanding of placement
- A description of the child's personality, behavior and interests
- Client's educational history
- History of previous placements
- A statement of client's legal status
- A statement of client's needs
- The immediate and long range goals of the placement
- Name of family member or managing conservator who will be responsible for the relationship between the home and the client.

The following information must be documented in the client's record at the time of admission:

- Client's name, gender, race, religion, date of birth and birthplace
- Court orders establishing who is the managing conservator for the client, if applicable
- The name, address, fax number, telephone number and email address of managing conservator(s), the primary caregivers for the client, any person

with whom the client is allowed contact and any other individual who has the legal authority to consent to the client's medical care

- The name, addresses and telephone numbers of siblings if known
- The date of admission
- Medication the client is taking
- The client's immunization record
- Allergies such as food, medication, sting and skin allergies
- Chronic health conditions, such as asthma or diabetes
- Known contra-indicators of the use of restraint
- Identification of the client's treatment needs, if applicable, and any additional treatment services or programmatic services the client is receiving
- Copy of placement authorization and medical consent designation
- Client shall have a medical examination by a health professional within 30 days after admission, unless Byrd's has documentation that the client has had a medical examination within the past year.
- If client admitted shows symptoms of abuse or illness, a health-care professional must examine the client immediately
- A client must have a dental appointment scheduled with a dentist within 30 days after the date of admission and the examination must occur within 90 days after date of admission. A dental examination is not required as set forth above, if Byrd's has documentation that the client has had a dental examination within the past year.
- The reports and findings of any medical and/or dental examination(s) must be signed and dated by the health care professional who performed the examination and must be documented in the client's record.

Within 7 days of admission orientation to the group home program must be provided to all newly admitted clients and such orientation must be geared toward the intellectual level of the client and include the following:

- Visitation, including family visitation and overnight visitation
- Mail
- Telephone calls

- Gifts
- Personal possessions, including any limits placed on possessions the resident may or may not have
- Emergency behavior intervention, including the home's policies and practices on the use of personal restraint
- Discipline
- The religious program and practices
- The educational program
- Trips away from the home
- Program expectations and rules
- Grievance procedures
- The date the orientation occurred
- The person providing orientation
- Any item the orientation did not include and the reason the item was excluded must be documented in the client's record

In order for the managing conservator to determine whether the Byrd's program and/or practices are appropriate for the potential client and can meet the needs of such client, as a part of the admission process, Byrd's shall provide written material to the managing conservator which explains the following:

- Policies and procedures which will be explained to the client at orientation
- The use of volunteers
- Type and frequency of notifications to managing conservator
- Involvement of the client in any publicity and/or fund raising activity for the agency
- The managing conservator's right to refuse or to withdraw consent for a client to participate in research programs and/or publicity and/or fund raising activities for the home.

A vision search of the client and his belongings is conducted. The client will pull his pants pockets out, unroll any cuffs and remove shoes and socks. The client will remove all of his belongings from his bags/suitcases and pull all pockets out on all clothing. An inventory of all clients' belongings is completed on a Clothing and Personal Items Inventory form, signed by the client and the person

conducting the inventory and a copy is given to the client. The original is placed in the client's record. Any medication accompanying the client must be counted, recorded in the medication log and placed in the locked box in locked cabinet. For those clients not having clothing, arrangements will be made at intake.

If the client has not eaten, he is given a hot meal. When this is completed, the client is introduced to the other clients, staff and joins the activity taking place.

The facility staff team will spend approximately the first week of the new client's stay orienting him to the facility, informing him of scheduling and procedures, making sure that he understands all behavioral expectations, tending to physical and/or medical needs, etc. The goal for staff is to make the client's transition into the facility a smooth, positive experience.

The treatment team shall make the final decision regarding admissions.

BYRD'S FOSTER GROUP HOME, INC.
"PEOPLE HELPING YOUTH HELP THEMSELVES"

POLICY AND PROCEDURE FOR UNPLANNED DISCHARGE

Unplanned termination may occur due to emergency circumstances. An emergency transfer or discharge occurs when:

- A managing conservator withdraws a client unexpectedly from care
- A medical emergency requiring inpatient care occurs
- The client is absent from the facility and cannot be located
- There is an immediate danger to the client or others and the facility determines that it cannot serve the client
- Removal for emergency medical or psychiatric care
- Removal by law enforcement when a client is arrested or when removal is necessary because the health and safety of the client or other clients in the facility are endangered by the client's continued presence in the facility.

In the case of an unplanned termination, the Executive Director will contact the parent, guardian and/or managing conservator as applicable.

At the time of an emergency discharge or transfer, the following must be documented in the client's record:

- The circumstances necessitating the emergency discharge or transfer
- The explanation given to the client regarding the reason for the discharge or transfer
- The client's reaction to the discharge or transfer
- The date of the discharge or transfer
- The name, address and relationship of the person to whom Byrd's transferred or discharged the client, if applicable

All discharge plans shall be kept in the client's record and shall be signed by the Executive Director or a designee thereof.

Copies of the following information from the client's record must also be released with discharge summary:

- The client's background information, including progress notes for the past 60 days, if applicable
- Any unresolved incidents or investigations involving the client, if applicable
- Assessments and/or evaluations that have been performed for the client, including the client's admission assessment, educational assessment, neurological assessment and psychiatric or psychological evaluation

- The client's service plan while in Byrd's care for the past 12 months
- A list of medications the client was taking, the dosage, frequency and the reason the medication was prescribed
- Any treatment for a physical condition that is in progress and requires continuing or follow up medical care.

When the client is discharged to his home, a copy of the discharge summary must be sent to the client's parents within 30 days after the client is discharged.

All discharge plans shall be kept in the client's record and shall be signed by the Executive Director or a designee thereof.

BYRD'S FOSTER GROUP HOME, INC.
"PEOPLE HELPING YOUTH HELP THEMSELVES"

POLICY AND PROCEDURE FOR NON-EMERGENCY DISCHARGE

- I. The following persons shall be involved in planning the client's non-emergency discharge or transfer:
 - At least one of the client's current caregivers
 - At least one professional service provider involved in the client's service planning

- II. The following persons must be invited to participate in the planning of the client's non-emergency discharge or transfer:
 - The client
 - The client's parents
 - Any other person pertinent to the client's care

If the facility is unable to plan the transfer or discharge with the persons required in I and II above, the reason must be documented in the client's record.

- III. Byrd's must inform the client of his non-emergency discharge or transfer at least 4 days prior to the date of the discharge or transfer, unless the treatment team has justification for not giving him such notice. Whoever determines the justification for the client not having the advance notice of the discharge or transfer must put the justification in writing, sign and date and file in the client's record.

- IV. Documentation of a planned discharge or transfer must include the following and must be documented in the client's record:
 - A discharge or transfer summary showing services provided to the client, accomplishments, assessment of remaining needs and recommendations for services to meet those needs.
 - Date and circumstances of the discharge or transfer
 - Discharge or transfer medications and/or prescriptions for medications
 - Support resources for the client including telephone numbers and addresses
 - Aftercare plans and recommendations, including medical, psychiatric, psychological, dental, educational and social appointments
 - Date and time the client was informed of his discharge or transfer
 - The name, address, telephone number and relationship of the person to whom the client was discharged, unless the client legally consents to his discharge. If the client legally consents to his discharge and does not want to involve his parent(s), you must document this in the client's record.

- V. When discharging a client to another residential facility, Byrd's shall provide the following:
- On or before the client's discharge, Byrd's must attempt to obtain legal consent to release the discharge summary and the information listed in it.
 - If the consent is not obtained, the attempt must be documented in the client's record
 - If the consent is obtained, the information must be provided in the receiving operation within 30 days of the date the client is discharged.

TARGET POPULATION

Byrd's Foster Group Home, Inc. is licensed to provide services to young male ages 10-17 years of age. For the purpose of TYC RFP #694-0-0852, the agency will provide services for those young males ages 10 -17 years of age.

TRANSPORTATION

Byrd's Foster Group Home, Inc. will be responsible for transportation of client for services and arrange for overnight visits away from the facility, consistent with the case plan. Overnight visits will be scheduled with the family, where there is a TYC approved home. The facility will acquire approval from TYC QAS prior to the client leaving for any overnight visits.

It is the policy of Byrd's Foster Group Home, Inc. to have parents pay for overnight travel but if a trip is indicated and the family cannot afford to pay, the agency will make arrangements, including paying for the trip. Staff will accompany the client to Greyhound if traveling by bus or to the airport if flying and will remain with the client until he has passed through all security check points and has boarded the bus or airplane and it has taken off.

The clients will be transported by facility vans or via staff vehicles by insured, approved drivers. The facility maintains commercial liability on its vehicles and staff are required to maintain insurance on their personal vehicles.

STAFF REQUIREMENTS

Staff to Client Ratio

The residence has a licensed capacity of 10 and supplies around the clock awake and alert staff.

The agency maintains a minimum staff to student ratio of 1 staff to 8 residents. When there are more than 8 residents in care, the second staff person is added with the 9th resident, thereby increasing the ratio to well above the minimum. The staff ratio of awake staff during sleeping hours never exceeds 1:10.

Byrd's Foster Group Home, Inc. employs a Licensed Clinical Social Worker to provide casework. The LCSW is on duty for 20 hours per week, thus, the caseworker to client caseload will never exceed 1:10.

The agency provides 1:1 supervision of a resident when indicated. Staff members are on call to provide 1:1 supervision if a resident is judged to be a danger to self or for other indicated reasons.

Staff who have the primary administrative and clinical responsibility to manage the behavioral programs and the therapeutic interventions meet the following additional criteria.

Byrd's Foster Group Home, Inc. meets the Therapeutic Foster Group Home license requirement of a Therapeutic Team with contracts with a Psychiatrist, Psychologist and a Licensed Clinical Social Worker. In addition, Byrd's engages a Ph.D. level social work consultant to provide consultation to staff on admissions, case management and group process.

A Licensed Child Care Administrator is employed according to the licensing standards. Professionals employed in excess of the applicable licensing standards include: a LCDC, contracted to provide chemical substance abuse assessment, counseling and education; a degreed Therapeutic recreational Counselor, contracted to assist in developing and maintaining a quality therapeutic recreational program and also assist staff in evaluating the therapeutic benefit of planned group activities. Responsibility for educational liaison is assigned by job description and in the agency's educational policy.

Staff Training

Staff training regularly exceeds 60 hours of training per annum. All staff members are trained in Suicide Intervention and Prevention, First Aid, CPR, Basic Youth Rights, Preventing Sexual Misconduct, Medication Administration, Inappropriate Relationships, Gender Identity and other child care related training. Byrd's utilizes a Handle with Care restraint training and techniques which have been approved by TYC.

Position Description

Title: Child Care Worker I

General:

The Child Care Worker I is generally responsible for providing the daily care and supervision of the residents of the Home. This person shall serve as a model for residents as regards assumption of duties, responsibilities and general conduct. The Child Care Worker I will conduct himself/herself in such a manner as to reflect a positive image to the community and shall promote harmony among staff, residents, visitors and the public.

The specifics of this position description notwithstanding, this person shall perform any job related tasks assigned by the supervisor.

The Child Care Worker I shall:

1. Know the whereabouts of the residents of the home.
2. Know the policies and procedures of the home.
3. Interpret the policies and procedures of the home to the residents as appropriate
4. Participate as a member of the Treatment Team in developing a Plan of Service for each resident.
5. Assume responsibility as appropriate for implementation of the Plan of Service.
6. Actively participate with residents in work and leisure time activities.
7. Identify potential problems or crises and plans for prevention or resolution of these as appropriate.
8. Respond to verbal or physical provocation from residents in a calm and deliberate manner and with minimum force necessary.
9. Participate in staff orientation
10. Attend and participate in-service training as scheduled. Must not miss more than three scheduled training sessions. Will be removed from schedule until missed training is obtained.
11. Assume responsibility for the cleanliness and appearance of the home.
12. Insure that each resident leaves the home in clean, seasonal and properly fitting clothing.

13. Assist in maintaining residents clothing in good order and clean condition.
14. Assist in admission and discharge of residents as necessary.
15. Assist in meal preparation as necessary.
16. Participate in out of the home recreational, social, educational or religious activities as needed.
17. Make appropriate notation in the record and report incidents as appropriate.
18. Report to work on time as scheduled.
19. Follow the established dress code.

Work Performance Measures:

The Child Care Worker I:

- a. Report to work on time at least 99% of the time.
- b. Dress appropriately 100% of the time.
- c. Report significant incidents 100% of the time.
- d. Attend supervisory conferences as scheduled 100% of the time.
- e. Interpret any given policy or procedure upon request 90% of the time.
- f. Address residents, guests and other staff with dignity and helpfulness 100% of the time
- g. Attend orientation as scheduled 100% of the time
- h. Attend scheduled in-service training 100% of the time.
- i. Complete all necessary tasks before leaving the home at the end of the shift 98% of the time.
- j. Maintains order in the home at all times.
- k. Maintains a clean, neat appearance in the home at all times.

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Supervisory Control:

The Child Care Worker I reports to the Executive Director or Designee.

Qualifications:

The Child Care Worker I must have

1. A high school diploma or GED
2. Ability to speak and read English fluently
3. Ability to write English legibly.
4. Excellent communication/interpersonal skills and ability to get along with others.
5. Valid Texas Driver's License
6. Preferably two years experience working with children.

Affirmation:

I have read this position description and have had opportunity to discuss any questions I may have about it with my supervisor.

Signature

Date

CRIMINAL BACKGROUND CHECKS

Byrd's Foster Group Home, Inc. will provide the Texas Youth Commission all information needed to conduct a criminal background check to include but not be limited to sex offender registration records check, drug test, criminal records check, and fingerprinting check. Byrd's will assume the cost of the criminal records check while TYC will assume financial responsibility for all other records checks.

Byrd's will not allow any employees, agents, consultants, subcontractors, subcontractor's employees or volunteers to work with TYC youth prior to receiving notification from the TYC Central Office Human Resources Department that the criminal background check is complete and that the individual is approved to work with TYC youth. Byrd's will notify TYC Central Office Human Resources Department when any of its employees, agents, consultants, subcontractors, subcontractor's employees, or volunteers for whom TYC has performed a criminal background check is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations.

Byrd's Foster Group Home, Inc. will immediately suspend any such employees, agents, consultants, subcontractors, subcontractor's employees, or volunteers from working with TYC youth until authorized by the TYC Central Office Human Resources Department.

CCW-OJT: _____

(Employee Name-PRINT)

ON-THE-JOB-TRAINING

CHILD CARE WORKER/GROUP WORKER

CHECK OFF LIST

EMPLOYEE NAME (PRINT)

SIGNATURE

Supervisor (PRINT)

Signature

CCW-OJT: _____
(Employee Name-PRINT)

SECTION 2: WORKPLACE FUNDAMENTALS

TASK	Date Started	Date Completed	Supervisor's Signature	Employee's Signature
2.1 Key control				
2.2 Telephone Procedures				

CCW-OJT: _____
 (Employee Name-PRINT)

SECTION 3: DAILY LIVING ROUTINES

TASK	Date Started	Date Completed	Supervisor's Signature	Employee's Signature
3.1 Wake Up Procedures				
3.2 Bed-time Procedures				
3.3 Bath Procedures				
3.4 Meal Procedures (Enter)				
3.5 Meal Procedures (Exit)				
3.6 Clean Up Procedures				
3.7 Weekend/Holiday Routine				
3.8 Laundry Routine				
3.9 Mail Procedures Outgoing/Incoming				
3.10 Bedroom Inspections				
3.11 Visitation Procedures				
3.12 Visitation Supervision				
3.13 Church				
3.14 Dispensing Medications				
3.15 Nursing Protocols				
3.16 Hair Cuts				
3.17 Reporting Maintenance Problems				
3.18 Restroom				
3.19 Physical Training				
3.20 Snack Routine				

COMMENTS:

CCW-OJT: _____
(Employee Name-PRINT)

SECTION 4: STUDENT MOVEMENT

TASK	Date Started	Date Completed	Supervisor's Signature	Employee's Signature
4.1 Student Movement Single Student				
4.2 Student Movement Group				
4.3 Telephone Procedures				

CCW-OJT: _____

(Employee Name-PRINT)

SECTION 5:

FACILITY MANAGEMENT

TASK	Date Started	Date Completed	Supervisor's Signature	Employee's Signature
5.1 Client Head Counts				
5.2 Outing Head Counts				
5.3 Shift Head Counts				
5.4 Shift Change				
5.5 Doctor Requests				
5.6 Client Medication				
5.7 Client Use of Telephone				
5.8 Client Hygiene				
5.9 Dress Code for Clients				
5.10 Client Funds				
5.11 Funds Withdrawal				

COMMENTS:

SECTION 6:

SPECIAL SITUATIONS

TASK	Date Started	Date Completed	Supervisor's Signature	Employee's Signature
6.0 Medical Emergencies				
6.1 Fire Drills				
6.2 Escape				

COMMENTS:

CCW-OJT: _____
 (Employee Name-PRINT)

SECTION 7: SECURITY

TASK	Date Started	Date Completed	Supervisor's Signature	Employee's Signature
7.0 Detention Referral				
7.1 In Facility Sanctions for Client Misbehavior				
7.2 Employee Key Control				
7.4 Room Searches				
7.5 Pat Searches				
7.6 Transportation of Clients off campus				
7.7 Drug Testing Procedures				
7.8 Medical Trips				
7.9 Telephone Use Staff Emergency				

COMMENTS:

CCW-OJT: _____
(Employee Name-PRINT)

EMPLOYEE

I understand the tasks and procedures contained in the Child Care Worker/Group Worker On-The-Job Training Program. My supervisor and the other staff members have explained the tasks and procedures to me. I understand it is my responsibility to ask my supervisor any questions I may have, or that may arise at a later date.

_____/_____
Employee Name (Print) Date

_____/_____
Employee Name (Signature) Date

SUPERVISOR

_____, has successfully completed the Child Care Worker/Group Worker On-The-Job training program and any additional hours indicated.

_____/_____
Supervisor Name (Print) Date

_____/_____
Supervisor Name (Signature) Date

HOURS OF OPERATION AND PROGRAM SCHEDULE

Byrd's Foster Group Home, Inc. provides child care supervision 24 hours per day with awake night staff at a minimum ratio of 2:10 when operating at full capacity.

(Please see attached daily, summer and weekend schedules)

BYRD'S FOSTER GROUP HOME, INC. DAILY SCHEDULE SUMMER/HOLIDAY

TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
6:00am	WAKE UP/MAKE BEDS				
6:30am	PERSONAL HYGIENE				
7:00am	CHORES	CHORES	CHORES	CHORES	CHORES
8:00am	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
8:30am	GROUP MEETING/DAILY PLANS	GROUP MEETING/DAILY PLANS	GROUP MEETING/DAILY PLANS	GROUP MTG/DAILY PLANS	GROUP MTG/DAILY PLANS
8:45am-9:15am	CLEAN UP				
9:15am-10am	YARD DUTY/VAN CLEANING	YARD DUTY/VAN CLEANING	YARD DUTY/VAN CLEANING	YARD DUTY/VAN CLEAN	YARD DUTY/VAN CLEAN
10:00am-10:45am	PREP FOR SUMMER PROGRAM ACTIVITIES/OUTINGS	PREP FOR SUMMER PROGRAM ACTIVITIES/OUTINGS	PREP FOR SUMMER PROGRAM ACTIVITIES/OUTINGS	PREP FOR SUMMER PROGM ACTIVITIES/OUTINGS	PREP FOR SUMMER PROGM ACTIVITIES/OUTINGS
11:00am-3:00pm	PARTICIPATION IN SUMMER PROGRAMS/LUNCH/ PHYSICAL EXERCISE/MUSCLE DEVELOPMENT TRAINING	PARTICIPATION IN SUMMER PROGRAMS/LUNCH/ PHYSICAL EXERCISE/MUSCLE DEVELOPMENT TRAINING	PARTICIPATION IN SUMMER PROGRAMS/LUNCH/ PHYSICAL EXERCISE/MUSCLE DEVELOPMENT TRAINING	PARTICIPATION IN SUMMER PROGRAMS/LUNCH/ PHYSICAL EXERCISE/MUSCLE DEVELOPMENT TRAINING	PARTICIPATION IN SUMMER PROGRAMS/LUNCH/ PHYSICAL EXERCISE/MUSCLE DEVELOPMENT TRAINING
12:30pm-1:00pm					
1:00pm-2:00pm					
2:00pm-3:30pm					
3:30pm-4:00pm	RETURN TO FACILITY (SEARCH) BATHS/SHOWERS				
4:00pm-5:00pm	LIFE SKILLS WORKBOOK				
5:00pm-6:00pm	THERAPEUTIC REC SNACK				
6:00pm-7:00pm	LIFE SKILLS	CD COUNSELING	GROUP THERAPY	CD COUNSELING	DINNER
7:00pm-7:30pm	DINNER	DINNER	DINNER	DINNER	CHORES
7:30pm-8:00pm	CHORES	CHORES	CHORES	CHORES	OUTING/VIDEO/PASS
8:00pm-8:30pm	PREPARE FOR NEXT DAY	OUTING/VIDEO/PASS			
8:30pm-9:45pm	PREP FOR NEXT DAY	OUTING/VIDEO/PASS			
9:45pm	PREPARE FOR BED				
10:00pm	BEDTIME/LIGHTS OFF				

SCHEDULE IS SUBJECT TO CHANGE WITHOUT NOTICE
 WEEKEND AND HOLIDAY SCHEDULES ARE THE SAME YEAR ROUND

BYRD'S FOSTER GROUP HOME, INC. SCHEDULE WEEKENDS/HOLIDAY

TIME	SATURDAY	SUNDAY	COMMENTS/CHANGES
6:00am	WAKE UP/MAKE BEDS	WAKE UP/MAKE BEDS	
6:30am	PERSONAL HYGIENE	PERSONAL HYGIENE	
7:00am	CHORES	CHORES	
8:00am	BREAKFAST	BREAKFAST	
8:30am	CLEAN UP	GROUP MTG/DAILY PLANS	
8:45am-9:15am	PREP FOR R.O.P.E.S.	CLEAN UP	
9:15am-10am	R.O.P.E.S.	YARD DUTY/VAN CLEAN	
10:00am-10:45am 10:45am-11:30am	R.O.P.E.S.	PREP FOR CHURCH LEISURE TIME	
11:30am-12n		CHURCH(OPTIONAL) RETURN TO FACILITY/SEARCH	
12N-12:30	GENERAL CLEANING LUNCH		
12:30pm-1:00pm	CLEAN UP	LUNCH	
1:00pm-2:00pm	CALISTHENICS	CLEAN UP	
2:00pm-3:30pm	LIFE SKILLS WORKBOOK	CALISTHENICS	
3:30pm-4:00pm	SHIFT RAP UP/SNACK	SHIFT RAP UP/SNACK	
4:00pm-5:00pm 5:00pm-6:00pm	LEISURE TIME THERAPEUTIC RECREATION	LIFE SKILLS WORKBOOK THERAPEUTIC RECREATION	
6:00pm-7:00pm	BATHS/SHOWERS	BATHS/SHOWERS	
7:00pm-7:30pm	DINNER	DINNER	
7:30pm-8:00pm	CHORES	CHORES	
8:00pm-8:30pm	LIFE SKILLS	LIFE SKILLS	
8:30pm-9:45pm	GROUP RAP-UP	GROUP RAP UP	
9:45pm 10:00pm	PREPARE FOR BED BEDTIME/LIGHTS OFF	PREPARE FOR BED BEDTIME/LIGHTS OFF	

SCHEDULE IS SUBJECT TO CHANGE WITHOUT NOTICE
WEEKEND AND HOLIDAY SCHEDULES ARE THE SAME YEAR ROUND

BYRD'S FOSTER GROUP HOME, INC.
"PEOPLE HELPING YOUTH HELP THEMSELVES"

ADMISSION ASSESSMENT

NAME: _____ **DATE ADMITTED:** _____

TYC #: _____ **DATE COMPLETED:** _____

1. **Client's legal status:**

2. **Description of the circumstances that led to the client's referral for substitute care:**

3. **A description of the circumstances of the client's behavior including appropriate and maladaptive behavior and any high behavior posing a risk to self or others:**

4. **Any history of physical, sexual or emotional abuse or neglect:**

5. **Current medical and dental status, including available results of any psychological or psychiatric examinations:**

6. **The client's current developmental level of functioning:**

7. **The client's current educational level and any educational school problems:**

8. **Services that will be provided to client:**

9. **Immediate goals of placement:**

10. **The parent's expectations for placement, duration of the placement and family involvement:**

11. **The Client understanding of placement**

- 12. Client's social history (relationship with birth parents, siblings, extended family members, significant others and other children and the quality of those relationships):**

- 13. A description of child's home environment and family functioning:**

- 14. Client's birth and neonatal history:**

- 15. Client's developmental history:**

- 16. Client's mental and substance abuse history:**

- 17. The client's school history, including the names of previous schools attended and the dates the schools were attended, grades earned and special achievements:**

- 18. The client's history of placements outside of the home including admission and discharge dates and reasons for placements:**

- 19. The client's criminal history if applicable:**

- 20. Client's special interest and skills:**

- 21. Long range goals of placements:**

- 22. Testing recommended:**
.

- 23. Behavioral Management Plan:**

- 24. Determination of ability to meet the client's need based on strengths and needs:**

- 25. Rationale for the appropriateness of the admission:**

Licensed Clinical Social Worker

Date

Administrator

Date

**BYRD'S FOSTER GROUP HOME, INC.
WEEKLY MENU**

	mon	tues	wed	thu	fri	sat	sun	Changes
B R E A K	special k cereal toast banana milk/H2O	waffles ham slice apple milk/H2O	eggs sausage orange milk/H2O toast	oatmeal biscuits peaches milk/H2O	cream of rice turkey slice toast milk/H2O grapefruit	grits toast ham steak grapes milk/H2O	eggs hash browns pancakes melon milk/H2O	
L U N C H	vegetable soup club sandwich diced pears milk/H2O	pizza salad sweet corn grapefruit half milk/H2O	peanut butter/jelly sandwich celery sticks power cookie apple milk/H2O	turkey breast sandwich chips peach relish tray milk/H2O	chicken burger oven fries pineapple chunks milk/H2O	chicken noodle soup lettuce/tomato fruit cocktail crackers milk/H2O	ham and cheese kolache corn on cob fruited jello milk/H2O	
D I N N E R	chill mac garden salad peach cobbler dinner roll juice/H2O	pork pot roast rice sweet peas pear halves bread juice/H2O	baked fish pasta salad green beans sliced pineapple bread juice/H2O	soft tacos red rice refried beans pico de gallo fruit salad juice/H2O	beef steak fingers macaroni/cheese spinach chilled apricots bread juice/H2O	tuna casserole tossed salad peach halves dinner roll juice/H2O	smothered pork chop steamed rice mixed greens candied yams bread juice/H2O	
S N A C K C H A N G E S	pretzels	fruit blaster	pudding	raisins	cheese-n-crackers	carrot sticks/dip	popcorn	

Caryn Hy
Dietitian Signature

RD: 834561 LD: DT 04485
License #

**BYRD'S FOSTER GROUP HOME, INC.
WEEKLY MENU**

	mon	tues	wed	thu	fri	sat	sun	Changes
B R E A K	cream of wheat toast strawberries milk/H2O	grits eggs biscuits apple milk/H2O	ham steak english muffin orange cheese milk/H2O	cream rice toast grapefruit milk/H2O	corn flakes bagel/jelly pear halves milk/H2O	breakfast pizza mixed fruit milk/H2O	oatmeal toast/jelly pineapple rings milk/H2O	
L U N C H	veggie burger oven fries diced peaches milk/H2O	frito pie lettuce/tomato bran muffin grape juice milk/H2O	grilled cheese sandwich relish tray apple milk/H2O	ravioli coleslaw plum milk/H2O	crispy tacos tossed salad tropical fruit salad milk/H2O	club sandwich chicken noodle soup applesauce milk/H2O	chicken salad lettuce/tomato crackers orange wedges milk/H2O	
D I N N E R	pinto beans rice garden salad cornbread orange juice/H2O	spaghetti/meat buttered corn Jell-o dinner roll juice/H2O	baked chicken mashed potatoes spinach pineapple chunks bread juice/H2O	beef enchiladas spanish rice refried beans salad greens fruit salad juice/H2O	stir fry pork veggie fried rice chilled mango bread juice/H2O	liver/onions creamed potatoes mustard greens diced pears bread juice/H2O	oxtails steamed rice green beans glazed carrots jalapeno cornbread juice/H2O	
S N A C K	banana pop	smoothie	fruit snack	popcorn	veggie sticks	yogurt	poptart	
C H A N G E S								

Caryn H
Dietitian Signature

RD: 834561 LD: DT 04485
License #

BYRD'S FOSTER GROUP HOME, INC.
WEEKLY MENU

	mon	tues	wed	thu	fri	sat	sun	Changes
B R E A K	eggs toast apple milk/H2O	oatmeal ham slice toast pear milk/H2O	pancakes bacon(2) orange milk/H2O	grits biscuits peaches milk/H2O	malt-o-meal turkey slice biscuits milk/H2O grapes	cream of wheat toast applesauce milk/H2O	eggs fried potatoes salsa tortillas milk/H2O banana	
L U N C H	ham and cheese sandwich chicken soup mixed fruit milk/H2O	sloppy joe lettuce tomato pineapple milk/H2O	tuna salad sandwich chips raisin cookie grapes milk/H2O	beef/veg soup tossed salad apricots crackers milk/H2O	hot dog/chili oven fries battered corn papaya milk/H2O	hamburger patty lettuce/tomato hamburger bun fried potatoes fruit salad milk/H2O	roast beef sandwich cucumber/onion salad orange milk/H2O	
D I N N E R	chili beans rice garden salad applesauce cornbread juice/H2O	meatloaf mashed potatoes green beans sliced peaches bread juice/H2O	BBQ brisket pasta salad chilled beets pear halves texas toast juice/H2O	red beans sausage rice cole slaw cornbread juice/H2O	broiled fish macaroni/cheese spinach glazed carrots bread juice/H2O	beef stew tossed salad melon dinner roll juice/H2O	baked chicken wild rice brussel sprouts apple pie bread juice/H2O	
S N A C K	yogurt	popcorn	granola bar	pop tart	trail mix	p'nut butter/crackers	raisins	
C H A N G E S								

Caryn Hy
Dietitian Signature

RD: 834561 LD: DT 04485
License #

HEALTH CARE

Byrd's Foster Group Home, Inc. has an established system for provision of medical, dental, mental health and other health care services through contracts with licensed private practitioners and health care facilities. All providers have had prior approval by TYC . Byrd's will apply for Medicaid for all youth who are admitted to the program within 24 hours of admission. The facility will also work with TYC to identify vendors who use the MAPS system for those youth whose Medicaid is denied or who become ill and Medicaid has not yet become activated.

Byrd's Foster Group Home, Inc. provides transportation for medical, dental, mental health and other health care services. The staff will take a medical or dental examination form to each doctor's visit, have the doctor complete the form and return the form to the facility to be filed in the client's medical file. All medical files are kept under lock to preserve the clients confidentiality. The agency will be responsible for over-the-counter drugs and medical supplies.

Although, Medicaid will be the primary source used to secure medical, dental, mental health and other health care services, it is understood that the basic requirement is for TYC to pay health service providers directly when Medicaid is not active. The agency will contact TYC QA Specialist for an encumbrance number prior to transporting youth to the doctor in cases where Medicaid is not available and medical attention is needed. BFGH will obtain prior approval from a parent and TYC for health care services, except in case of medical or dental emergencies. Provider will

submit request for payment to TYC as the facility does not want to be in a position of collecting funds from TYC to pay the health care provider.

Byrd's Foster Group Home, Inc. will submit a monthly psychotropic drug report to TYC whether or not there are youth on psychotropic medications. The report will be submitted by the 5th day of each month to the Quality Assurance Specialist Administrator. The youth who are on psychotropic medications will receive a review by the agency's psychiatrist within 30 days of starting a psychotropic medication and every 60 days thereafter.

Staff will receive annual training from a registered nurse or pharmacist regarding administration, monitoring and reporting in the use of psychotropic medication.

Although the agency does not have on-call nursing services, it does have agreements for on-call medical and psychiatric services on a 24 hour basis. Byrd's also has a LCSW and a Clinical Psychologist on-call on a 24 hour basis. There are formal agreements with a hospital and a 24 hour medical emergency clinic for hospitalization or outpatient treatment of clients 24 hours a day.

EDUCATIONAL SERVICES

Clients who are admitted must attend public education or a charter school setting. The memorandum of understanding from the charter school and letters from the middle and high school where the clients may attend are attached. The Licensed Administrator will serve as the educational liaison and will coordinate service with the TYC educational liaison staff person in the TYC East Regional Office. **(Please see attached)**

Clients for whom G. E. D. preparation is indicated are enrolled in a TEA approved charter school GED program or Houston Independent School District approved programs and have access to testing through H. I. S. D. or the Regional Educational Service Center. Clients enrolled in GED preparation are in school from 8am-4pm and take preparatory courses of Language Arts, Social Studies, Writing, Science, Reading and Mathematics. Texas Southern University and Houston Community College have been identified as approved GED testing sites. Byrd's provides all necessary supplies to include paper, pens, pencils, calculators, use of computers, dictionaries, thesauruses, etc. for the successful completion of class and home work.

Clothing, Nutrition and Hygiene Items

Clothing

Byrd's Foster Group Home, Inc. will provide adequate clothing which is properly fitted and seasonally appropriate. Clean underwear and socks are provided daily. Laundry is washed on a daily basis by the staff on duty. The facility has a store room with clothing and a linen supply closet to replenish clothing and linen as needed.

(Please see attached laundry schedule and clothing policy)

Nutrition

Meals are provided which meet or exceed applicable licensing standards. At least one snack is provided on a daily basis. Educational services are provided by Houston Independent School District through public school system; hence, the agency cannot participate in the federal school lunch program at the residential facility. Breakfast as well as lunch is provided by the school. Byrd's staff is responsible for filing and gaining free lunch approval for each client. Menus are prepared by a licensed dietician. **(Please see attached menu)**

Hygiene Items

Byrd's Foster Group Home, Inc. supplies each client with a hygiene pack upon admission and replenishes the items as needed. Provided are toothpaste, toothbrush, dental floss, shaving gel, soap, deodorant, shampoo, conditioner, bath towel, hand

towel, lotion and hair moisturizer as requested. Razors are provided under staff supervision. The facility pays for haircuts for the clients at least once a month. The client is provided clean linen and linen is washed at least weekly. The facility stores extra linens to insure an adequate supply.

BYRD'S FOSTER GROUP HOME, INC.
"PEOPLE HELPING YOUTH HELP THEMSELVES"

POLICY AND PROCEDURE FOR CLOTHING

POLICY

It is the policy of Byrd's Foster Group Home, Inc. to provide adequate clothing for clients in its care. Clothing shall be clean and in good repair, appropriate for the sex and age group served and appropriate for the season.

It is the intention of the agency that its clients shall be dressed in such a manner as to not identify them as being from an institution. That is, they shall be dressed at least as well as their peers.

Clothing shall be individually owned and sharing shall be voluntary. Sharing of clothing shall not be encouraged.

Any identifying markers placed on clothing shall be for the purpose of identifying ownership only and as such shall be placed in an inconspicuous place such as inside the collar.

Client shall be given assistance in selecting appropriate clothing combinations.

Clients referred by TYC shall be clothed in compliance with TYC policy. Such clients should have at least one change of clothing upon admission. An inventory list should accompany the client. Upon admission, this inventory shall be checked by the staff of Byrd's for accuracy. The home is expected to spend one dollar per day per TYC client for clothing with a maximum expenditure of \$125.00. These purchases will be made in accordance with TYC's minimum clothing requirements. TYC may purchase special clothing in certain cases such as physical disabilities and clothing lost due to unusual circumstances.

When a client is AWOL, staff shall assure that his clothing is secured. The Home may be responsible for replacement of lost clothing or TYC youth who are AWOL. Family will be notified of client's AWOL and asked to pick up his belongings. The family will have thirty days to make arrangements to have clothing shipped or picked up. Failure of the family to make arrangements for the client's belongings within the stated time will result in facility's disposing of the belongings.

Clients clothing shall be inventoried upon admission and discharge and quarterly while in care at the Home. The client shall adhere strictly to the minimum requirements. Excessive clothing shall be prohibited.

Parents, guardians or managing conservators shall be also be encouraged to purchase clothing for the client.

Clothing Policy

The Texas Youth Commission policy on clothing is attached and is herein made a part of this policy and procedure statement. Please refer to it when a TYC client is involved.

Procedure:

- Upon admission to Byrd's, the admitting staff person inventories the client's clothing by completing a **Clothing and Personal Items Inventory** form.
- When new clothing is bought or brought by relatives, the staff person on duty adds these items to the inventory immediately.
- The staff on duty inventories each client's clothing every quarter and notifies the administrator if additional clothing is needed.
- The administrator notifies the Executive Director of needed clothing.
- The Executive Director, when notified of the need, will approve the purchase of needed clothing. The Executive Director may explore other resources for funding of clothing. Purchases made by parent or guardian will be accepted.
- The administrator makes the purchases, with the client present, when possible. All purchases will be in accordance with the minimum clothing requirements of TYC. The staff on duty will inventory and record the purchases. The staff and the client will sign the inventory sheet and the client will receive a copy of the inventory sheet. The original inventory sheet will be filed in the client's record.

**BYRD'S FOSTER GROUP HOME, INC.
LAUNDRY SCHEDULE**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
4p-12a 12a-8a						
4p-12a 12a-8a						
4p-12a 12a-8a						
4p-12a 12a-8a						
4p-12a 12a-8a						

PROCEDURE: The client assigned the chore of clothes will insure that the whites are separated from the color clothes. He will place a load of clothes in the washer and staff will add detergent and start the wash cycle. The client will place the washed clothes in the dryer and staff will place fabric softener sheet in dryer and start the dryer. The client will fold all cloths used for rags and place them in the rag bend. All other clothing will be claimed by its respective owner.

TREATMENT SERVICES

Byrd's Foster Group Home, Inc. utilizes a multi-level behavior management system which has previously been submitted and approved by TYC. The levels system is a major component in maintaining a structured group environment as the core therapeutic and corrective learning experience of the facility. Therapeutic activities are planned and conducted so that the clients are positively engaged and not at risk of running away or being threatened by outsiders.

The therapy component is designed to assist the clients in gaining insight into personal, family and social environmental factors which impacts their delinquent or behavioral problems and to develop motivation and skills which will lessen antisocial and self defeating behavior. Emphasis is devoted to current issues in the residential group living experience and generalized to other aspects of life, including peer group relations at school and in the community and family adjustment and relationship concerns.

The behavioral management system will be used in lieu of the TYC CoNexions program. In order to appreciate the prior corrective experiences of the TYC clients, all staff members are trained to implement the TYC system. As new employees are hired, they will be scheduled for the next available TYC CoNexions training.

Individual and Group counseling is provided to the client. Group therapy is provided on a weekly basis. Individual therapy is provided at least once every other week and weekly if needed. The counseling may be provided by the staff Social Worker or by a

consulting licensed mental health professional.

Byrd's Foster Group Home, Inc. meets the Therapeutic Foster Group Home license requirement of a Therapeutic Team with contracts with a Psychiatrist, Psychologist and a Licensed Clinical Social Worker. In addition, Byrd's engages a Ph.D. level social work consultant to provide consultation to staff on admissions, case management and group process.

A Licensed Child Care Administrator is employed according to the licensing standards. Professionals employed in excess of the applicable licensing standards include: a LCDC, contracted to provide chemical substance abuse assessment, counseling and education; a degreed Therapeutic recreational Counselor, contracted to assist in developing and maintaining a quality therapeutic recreational program and also assist staff in evaluating the therapeutic benefit of planned group activities.

Responsibility for educational liaison is assigned by job description and in the agency's educational policy.

The mental health professional develops and reviews clients plans of services, conducts an independent review of incident reports, provides consultation to staff on clients failing to make progress and provides a liaison with external service providers and referral assistance.

Specific services available are psychiatric assessment and case consultation, psychological testing and case consultation, individual and group psychotherapy and chemical substance abuse counseling and education.

An assessment is performed to assist the staff and consultants in determining individual

and group needs and to facilitate referrals to external services where indicated.

Monthly or more frequent case conferences and staff planning sessions are utilized to determine the continuing needs and progress of clients.

Each client will participate in formulating and reviewing their individual case plan with the treatment team. The case plan will be used in case management and will be a major vehicle for developing "behavioral contracts".

Consultation and training will be provided to child care personnel in behavioral management of each client within the context of the milieu, based upon assessment findings.

Youth Rights, Youth Complaint and Resolution System

Youth Rights

The client receives a resident handbook upon admission. The handbook clearly states resident rights and distinguishes between client rights and earned privileges. Clients are engaged in the planning and review of their case plans. The behavior shaping level system provides for increasing privileges based upon satisfactory progress at each progressive level. **(Please see attached Resident's Rights and Bill of Rights).**

Youth Complaint and Resolution System

Byrd's Foster Group Home, Inc. has a youth complaint and resolution system. When a grievance or complaint is made, it has pre-numbered carbon form which is put into the automated system by TYC personnel in the Houston District Office, logged into Byrd's grievance resolution book by the administrator, tracked and reviewed by the Director periodically. The administrator will investigate allegations assigned to the facility unless the allegation is against the administrator, then the Director will conduct the investigation.

Clients are encouraged to use the system to assure quality services and reveal any deficiencies. (Please see attached Policy and procedure for handling/filing complaints and grievances, the complaint/grievance form and the policy and procedure for alleged mistreatment.

RESIDENTS RIGHTS

Each youth committed to the care and custody of Byrd's Foster Group Home, Inc. has certain basic rights. These rights are listed below along with an explanation of each right. If you feel that the Byrd's Foster Group Home, Inc has violated one or more of your basic rights, you may file a complaint in order to remedy the situation. If you need help, staff will help you file the complaint. For an explanation of the complaint resolution system, see Policies and Procedures on Complaint Resolution.

1. You have the right to appropriate care and treatment in the least restrictive setting available that can meet the child's needs.
2. You have the right to be free from discrimination on the basis of gender, race, religion, national origin, or sexual orientation.
3. You have the right to have physical, emotional, developmental, educational, social, and religious needs met.
4. You have the right to be free of abuse, neglect, and exploitation as defined in Texas Family Code, 261.401.
5. You have the right to be free from any harsh, cruel, unusual, unnecessary, demeaning, or humiliating punishment, which includes:
 - A. Shaking the child.
 - B. Subjecting the child to corporal punishment.
 - C. Threatening the child with corporal punishment.
 - D. Any unproductive work that serves no purpose except to demean the child, such as moving rocks from one pile to another or digging a hole and then filling it in.
 - E. Denying the child food, sleep, toileting facilities, mail, or family visits as punishments.
 - F. Subjecting the child to remarks that belittle or ridicule the child or the child's family.
 - G. Threatening the child with the loss of placement or shelter as punishment.
6. You have the right to discipline that is appropriate to the child's age and developmental level.
7. You have the right to restrictions or disciplinary consequences explained when the measures are imposed.
8. You have the right to a humane environment, including any treatment environment that provides reasonable protection from harm and appropriate privacy for personal needs.

Resident Rights

Page 2

9. You have the right to a humane environment, including any treatment environment that provides reasonable protection from harm and appropriate privacy for personal needs.
10. You have the right to receive educational services appropriate to the child's age and developmental level.
11. You have the right to training in personal care, hygiene, and grooming.
12. You have the right to reasonable opportunities to participating in community functions, including recreational and social activities such as Little League teams, Boy Scouts, and extracurricular school outside of the operation, if appropriate.
13. You have the right to have adequate personal clothing, which must be suitable to the child's age and size and comparable to the clothing of other children in the community.
14. You have the right to have personal possessions at the child's placement and to acquire additional possessions within reasonable limits.
15. You have the right to be provided with adequate protective clothing against natural elements such as rain, snow, wind, cold, sun, and insects.
16. You have the right to maintain regular contact with family members unless the child's best interest, appropriate professional, or court necessitates restrictions.
17. You have the right to send and receive uncensored mail, to have telephone conversations, and to have visitors, unless the child's best interest, appropriate professionals, or court order necessitates restrictions.
18. You have the right to hire independent mental health-care professionals, medical professionals, and attorneys at the child's own expense.
19. You have the right to compensated for any work done for the operation as part of the child's service plan or vocational training, with the exception of assigned routine duties that relate to the child's living environment, such as cleaning his room or other chores, or work assigned as a disciplinary measure.
20. You have the right to personal earnings, allowances possessions, and gifts as the child's personal property.
21. You have the right to be able to communicate in a language or any other means that is understandable to the child at admission or within a reasonable time after an emergency

Resident Rights

Page 3

admission of a child, if applicable, such as having a plan for an interpreter, having at least one person at the operation at all times who can communicate with the child in the child's own language, or other means to communicate with the child in the child's own language.

- 22. You have the right to confidential care and treatment.
- 23. You have the right to consent in writing before performing any publicity or fund raising activity for the operation, including the use of his photograph.
- 24. You have the right not to be required to make public statements acknowledging his gratitude to the operation.
- 25. You have the right not to receive unnecessary or excessive medication.
- 26. You have the right to have a comprehensive service plan that addresses the child's needs, including transitional and discharge planning.
- 27. You have the right to participate in the development and review of the child's service plan within the limits of the child's comprehension and ability to manage the information.
- 28. You have the right to receive emotional, mental health, or chemical dependency treatment separate from adults (other than young adults) who are receiving services.
- 29. You have the right to receive appropriate treatment for physical problems that affect the child's treatment or safety.
- 30. You have the right to report abuse, neglect, exploitation, violation of personal rights without fear of punishment, interference, coercion, or retaliation.

My signature below indicates I have read and understand the client's rights as stated.

Managing Conservator Signature

Date

BYRD'S FOSTER GROUP HOME, INC.
"PEOPLE HELPING YOUTH HELP THEMSELVES"

DUE PROCESS HEARINGS PROCEDURES

POLICY:

Prior to assigning an on-site consequence, Byrd's Foster Group Home, Inc. shall follow basic minimum due process procedure to ensure that the client is aware of the alleged misconduct and the consequence, and is given the opportunity to speak on his own behalf.

The client shall be given oral notification on time and date that the hearing will take place. He will receive information regarding the rule violation(s) and the recommended consequences to be imposed prior to implementing any action. (See attached BAP Sheet)

The client shall have the right and be given the opportunity to speak on his behalf regarding alleged misconduct or the appropriateness of the disciplinary measure.

The hearing administrator shall consider all reasonable reliable information in reaching a decision regarding the truth of the client's alleged misconduct and the appropriateness of the disciplinary consequences.

If the hearing administrator has reasonable grounds to believe the violation occurred, the appropriate disciplinary consequence may be imposed unless there is a finding of extenuating circumstances to the commission of the violation.

The client will be able to appeal the disciplinary decision to the superintendent or designee as appropriate on grounds that:

1. he did not commit the violation as alleged
2. the disciplinary measure imposed was inappropriate
3. there are extenuating circumstances to the commission of the violation

Should the disciplinary decision be determined inappropriate, it will be removed from the client's behavioral record. If the client has already completed the disciplinary measure and has been adversely affected, the appeal authority may determine some form of equitable relief for the client.

BYRD'S FOSTER GROUP HOME, INC.
"PEOPLE HELPING YOUTH HELP THEMSELVES"

**Policy and Procedure for Orientation
of Residents
To Complaint and Alleged Mistreatment Procedures**

POLICY:

It is the policy of Byrd's Foster Group Home, Inc. to assure that residents have opportunity to express complaints and grievances and to have such complaints and grievances heard and acted upon in a timely manner. The basis of this assurance shall be the residents' knowledge of his rights to express complaints and grievances and knowledge of the procedures for doing so.

The resident and parent/guardian shall receive orientation to the policy and procedures for expressing (filing) complaints and grievances within 24 hours after admission to the program (See Policy and Procedure for Filing/Handling Complaints or Alleged Mistreatment Procedures).

Residents shall be given a copy of the "Policy and Procedure for Filing Complaints or Grievances" and a copy of the "Students Rights" statement, which they may keep. Resident and his parent are advised of his right to appeal the outcome made regarding his complaint or alleged mistreatment. Resident and parents are also advised that assistance in filing an allegation or complaint is available via the staff, administrator and/or executive director.

PROCEDURES:

1. The Executive Director, or a person she designates, gives the resident a copy of the "Policy and Procedure for Filing/Handling a Complaint or Grievance" and "Residents Rights" within 24 hours after admission to the program.
2. The Executive Director, or designee asks the resident to read the "Policy and Procedure for Filing/Handling a Complaint or Grievance" and allows opportunity to ask questions about any item or items he does not understand. If the resident cannot read the Executive Director or designee reads the statement to him.
3. The client after being oriented will sign and date the Client Orientation form. The form is maintained in the client's record.
4. The staff member conducting the orientation signs and dates the Client Orientation form.
5. All allegations of alleged mistreatment must be reported to the Administrator before the end of the shift. If the allegation is against the Administrator, the report must be made to the Executive Director before the end of the shift. All reports of alleged mistreatment will be reported to the OIG via a phone call to the IRC number before the end of the shift.
6. If the complaint/grievance is not responded to within fifteen days, the client has the right to file a complaint with the Executive Director of the Texas Youth Commission. Address will be provided upon request.
7. The results of the investigation will be provided to parents of the youth involved, the youth, volunteer (if applicable) and the staff involved in written form. This will entail a statement of founded or not founded.
8. The involved staff, volunteer and family will be notified in writing when an allegation has been made.

- A. After the PD has appointed a staff to resolve your grievance, the staff member will interview you and any other persons necessary to determine the facts about the grievance.
- B. You have the right at any time during the grievance process to request that another staff member, youth, parent or volunteer assist you in representing your case.
- C. You have a right to discuss your grievance with only those persons whom you choose. Staff involved in the resolution of your grievance will maintain confidentiality of the information regarding your grievance and only discuss the grievance with essential staff or youth needed to determine the resolution to your grievance. Any violations of confidentiality should be reported to the Program Administrator.
- D. All resolutions will be in writing and reviewed and signed off by the client.
- E. Client will receive a copy of the filed complaint.
- F. A staff member will contact you immediately if it is determined that grievance requires a resolution more quickly than five days.
- G. You and your parent or any other interested person on your behalf has the right to file an appeal directly to the TYC Executive Administrator if your grievance has not been resolved within fifteen (15) days.
- H. You or any person acting on your behalf has the right to file an appeal of the complaint resolution to Byrd's Foster Group Home, Inc.'s Program Administrator, Board President or Vice President. Byrd's Foster Group Home, Inc.'s staff member will assist you or your designee in filing that appeal.

GRIEVANCE/COMPLAINT FORM

Client Name: _____ Date: _____

Case Number: _____ Staff on Duty: _____

GRIEVANCE

A GRIEVANCE IS A COMPLAINT OR A BASIS FOR IT. THIS FORM IS TO HELP DRAW FURTHER ATTENTION TO PROBLEMS OR THAT YOU THINK DESERVE ADDITIONAL INVESTIGATION. YOU ARE STRONGLY ENCOURAGED, ALTHOUGH NOT REQUIRED, TO ATTEMPT TO RESOLVE THE PROBLEM(S) WITH YOUR STAFF BEFORE FILING A GRIEVANCE. I UNDERSTAND THAT IF I AM COMMITTED TO THE TEXAS YOUTH COMMISSION, I CAN REPORT TO THE EXECUTIVE DIRECTOR OF TYC IF MY COMPLAINT IS NOT RESPONDED TO WITHIN FIFTEEN DAYS.

STATEMENT OF PROBLEM: _____

SIGNATURE OF COMPLAINANT

SIGNATURE OF ACCEPTING STAFF

RECOMMENDATIONS: _____

RESOLUTIONS: _____

ACTION TAKEN: PLEASE SIGN AND DATE

STAFF ON DUTY: _____ DATE: _____

ADMINISTRATOR/DIRECTOR OF PROGRAM: _____ DATE: _____

AGENCY CASE MANAGER: _____ DATE: _____

OTHER (SPECIFY): _____ DATE: _____

MY SIGNATURE INDICATES THAT I AGREE WITH THE RESOLUTION TO THIS GREIVANCE.

CLIENT SIGNATURE DATE

I HAVE BEEN INFORMED OF MY RIGHT TO APPEAL. I WISH TO APPEAL _____ I DO NOT WISH TO APPEAL _____

CLIENT SIGNATURE DATE

PERSONAL FUNDS

Byrd's Foster Group Home, Inc. policies and procedures define the system for accounting for client's funds and for developing and encouraging client money management. The agency protects the assets of each client. Client funds are available to the resident according to the policy and procedures. The policy is a larger part of program activities which teach responsible handling and use of money.

(Please see attached policy and procedure for trust funds).

BYRD'S FOSTER GROUP HOME, INC.
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POLICY AND PROCEDURE FOR TRUST FUNDS

POLICY

It is the policy of Byrd's Foster Group Home, Inc. to protect the funds of its clients by provision of a Trust Fund.

Clients shall receive training in the use and management of money.

No client shall be required to use his personal funds to pay for room and board.

Clients' personal funds shall be held in safe keeping in a trust fund. No withdrawals from the trust fund shall be made without the consent and signature of the client. Client must sign all transactions made regarding his trust fund. Staff shall give a receipt for all deposits and withdrawals to or from the client's account.

Clients may keep no more than \$5.00 dollars in their possession. Any amount over \$5.00 is considered contraband and will be disposed of as such.

Clients must endorse any checks or money orders they receive. Funds deposited in the trust fund by check or money order cannot be withdrawn until 10 days after been deposited.

Clients, who have more than \$150.00 in their trust fund, must open a savings account so funds may be deposited in the bank of client's choice. Client will not be allowed to have a debit card with the account.

Procedure:

- Upon admission to Byrd's, the admitting staff person explains the trust fund policy, accepts any funds to be deposited and deposits them in the client's trust fund.
- The staff member making the deposit makes an entry of the amount deposited, signs the client fund sheet and secures the client's signature on the **Client Fund** form.
- The staff member handling this transaction gives the client a signed, dated receipt for the funds being deposited.
- The staff member insures the funds are given to the administrator who places the funds in a locked cabinet specified for this purpose.

BYRD'S FOSTER GROUP HOME, INC.
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**POLICY AND PROCEDURE
FOR
FAMILY INVOLVEMENT**

POLICY AND PROCEDURE:

Byrd's Foster Group Home, Inc. shall encourage youth to maintain contact with their families while in residence unless such contact is deemed non-therapeutic by the treatment team. A copy of the Individual Case Plan will be mailed to the family on a monthly basis. The family will be contacted for input in developing the youth's ICP, Master Treatment Plan, Quarterly Reviews and will be mailed a copy of the monthly report. The family will receive monthly invitations to the youth's Individual Case Plan meeting.

Youth shall be encouraged to contact their families by telephone, letters, personal visits and home visits. Upon arrival, the youth with the facility staff will make phone contact with the family to provide the address, telephone number and directions to the facility. Information regarding local transportation will also be shared with the family.

Family members shall be given copies of the **Handbook for Residents and Relatives.** Within 7 days of admission, the parents of youth under 18 years of age shall receive written notification of the youth's placement to include the name of the facility's caseworker and directions for contacting the caseworker. The notification will also include information on the rights and rules regarding visitation, mail, telephone and the process of sending money to the youth.

Youth who are 18 years of age will complete a LS 020 form to allow the facility to divulge information regarding education and youth's progress in the program to the parent. Information which the youth has withheld consent shall not be disclosed to the family.

Any written information forwarded to the parent shall be translated to Spanish upon the parent's request.

The facility caseworker will:

- a. encourage the families to communicate concerns to facility administrator and/or executive director.

- b. encourage families to visit their child and prepare for the youth's return home if home placement is the placement goal.
- c. possible, counsel the youth's family in preparation for the youth's return home if home placement is the placement goal.
- d. refer the families to other agencies that provide services needed by the families.

The facility will make available to the youth writing materials and telephone use to assist the youth in maintaining contact with his family. Staff will assist the youth in writing letters when requested by the youth. Staff will assist the youth in placing phone calls when appropriate. Staff reads letters received when the youth cannot read and when he requests assistance.

Parents will be provided private, in-person communication with their child for reasonable periods. The time, place and conditions of the private, in-person communication will only be regulated to prevent disruption of scheduled activities and to maintain the safety and security of the facility. This communication will be in an area where the conversation cannot be overheard by staff. Private, in person communication visits must be scheduled at least 24 hours before the visitation. Requests not made within 24 hours shall be accommodated if the facility capacity allows.

Parents will receive visitation rules which address the approved dress code, photo ID requirements, search of belongings and the visitor(s), items allowed at visitation, the prohibition of cameras, special rules for children, special visits, staff supervision and informal communication including the opportunity for physical contact. The information provided to the family will correspond with the facility's policy, procedures and youth handbook. All visits will be documented according to the facility's policy and procedures. There will be a visitation log with approved visitors. All visitors over the age of thirteen (13) must have a picture ID. Staff may monitor visitation.

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VISITATION

POLICY:

Byrd's Foster Group Home, Inc. encourages family involvement. The parents, siblings, and extended family members of residents are encouraged to maintain contact residents via mail, phone, visits and home evaluation visits when applicable. This contact may be used to improve parent/child relationship, decrease sibling rivalry, establish house rules, etc. Visitors may include family and friends as well as the client's attorney and/or clergy. Resident has the right to refuse visitors. Refusal will be documented in resident's record. Complaints by parents, youth and the public with regard to visitation are filed pursuant to Standard 531 Complaint Resolution System. Any major incidents will be documented on the Incident Report form. A copy of this visitation policy is posted in the facility in English and in Spanish. A copy of this policy is also mailed to the family within 24 hours of the client's arrival at Byrd's.

Hours for Visitation:

Visiting hours are 9am to 5pm on **weekends only**. Visiting is normally scheduled on the weekends so that the therapy program is not interrupted. It is suggested that parents call (72) seventy-two hours in advance. **The duration for visits is two hours.** This is to allow multiple families to have the opportunity to visit. Special visits will be handled on a case by case basis. Adequate space shall be provided for the visitation and weather/safety permitting visits may occur outside. Parents who wish to visit in private with their child are expected to make this request at least 24 hours before the visitation. Requests not made within 24 hours will be accommodated if possible.

Who May Visit:

Resident may have no more than five visitors at one time. The treatment team of Byrd's will assess, evaluate, and approve visits by persons other than parents. Visitors will need to present picture identification upon arriving for visit. Parents will be held responsible for the actions and behavior of any children they bring for visits. All visitors who are 13 years or older must have a state issued picture ID, school issued identification card, current military identification or other official picture identification in order to visit.

Who May Not Visit:

1. a former or current TYC youth, except if the former TYC resident is an immediate family member

2. a parent whose rights have been terminated by a court and the resident is under age 18
3. any individual who is restricted from contact with a TYC resident by a valid court order
4. any former or current TYC employee, unless the former or current TYC employee is an immediate family member of the resident
5. any former or current facility employee, unless the former or current facility employee is an immediate family member of the resident.
6. any individual, based upon reasonable cause to believe, who would pose a risk to the facility/programs safety and security, or interfere with the youth's treatment, rehabilitation, or successful reestablishment in the community
7. a victim who is under the age of 18 that has not received approval from the director of clinical services.

Terminating/ Denying Visits:

Visits may be terminated if the staff of Byrd's notes inappropriate verbalization or contact. The appropriateness of future visits will be evaluated by the treatment team. Visitation may be denied or terminated for the following reasons:

A visitor who appears to be under the influence of drugs or alcohol

A visitor who refuses to cooperate

A visitor creates a disturbance

A visitor who is hostile to the point of disruption

Evidence exists that a visitor has passed contraband to a youth or staff member or aided a youth in an escape or attempted escape.

Providing false information or failed to provide accurate information to staff with regard to visitation

The youth is out of control and it is unsafe to allow visitation

The youth is assaultive or threatens to engage in assaultive conduct during visitation

The youth engages in misconduct during visitation

If the facility is on shutdown, the client will be denied visitation if he meets the above criteria.

Visitation will be denied to the facility as a whole if there is unrest, the safety of the facility is uncertain or any other extraordinary situation which requires the Executive Director's approval.

Searches

Resident will be searched upon the departure of visitor and prior to returning to the general population to ensure that no contraband is allowed into the facility. All individuals, vehicles and items entering the facility are subject to search. Visitor's refusal to submit to a search of their person and belongings may be considered legitimate grounds for denying access to the facility.

Miscellaneous:

1. Parents may bring food for their child only. Exceptions must be approved by administration. This would include bringing in birthday cakes, etc. The approval must be received in advance of parent arriving with excess items. **No tobacco, drugs or alcoholic beverages are allowed.**
2. Clients will not be allowed to leave the premises during visits.
3. Cameras are prohibited.
4. All visitors must sign in on the visitors' log sheet.
5. Staff have the right to monitor visits and will be available to answer visitor's questions and address concerns during visitation hours.
6. Staff will receive a list of eligible individuals for visitation for each client.
7. All oversize and large bags and/or purses are to be left in your vehicles.
8. All visitors 14 years old or older must have a state issued picture ID in order to visit.
9. Visitors may bring identification and keys. Visitors with infants may bring a bottle and a diaper inside the facility.

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**POLICY AND PROCEDURE
FOR
PROTECTION AND SECURITY OF RESIDENT RECORDS**

POLICY:

It is the policy of Byrd's Foster Group Home, Inc. to protect the security and integrity of resident records through practice of proper record keeping procedures, maintenance of a safe and secure environment, observation of principles of confidentiality and proper destruction of closed/out of date records.

Clients' records shall be placed in a locked cabinet which shall be secured at all times. Medical records shall be kept locked separately from master file.

Only Administrative and Psychotherapy staff shall have access to the master file. The file may not be removed from the office in which the file is located. No files are to be taken home with any staff member. Only Administrative staff shall have access to medical files.

See Policy and Procedure for:

- Confidentiality
- Case Closing
- Record Retention/Destruction

Procedure:

1. The Administrator assumes responsibility for monitoring access to the client records.
2. The Administrator shall insure that the client files are under lock and key at all times.
3. Administrator assures that all materials filed in the record are fastened with metal fasteners for safe keeping and to prevent loss and mix-up between records.

**Consent
For
Release of Information**

I, the undersigned, do hereby give consent to **Byrd's Foster Group Home, Inc.** to release social, educational, vocational, psychological and/or medical information pertaining to

_____ a resident to
Name of Resident

Agency/Individual/Company

for the purpose of enrolling in school, admission to inpatient care and/or release of insurance funding.

This consent is valid for one year from the date it is signed but may be rescinded in writing at any time by the responsible party.

A photocopy of this consent form is valid.

Signature of Responsible Party

Date

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**Policy and Procedure
For
Furloughs**

Policy:

It is the policy of Byrd's Foster Group Home, Inc. to foster maintenance of family relationships between the residents in its care and their families. In furtherance of this policy the Home shall grant furloughs when it is deemed to be in the best interest of the client. Furloughs shall be of four types:

Emergency: this furlough may be granted when an emergency situation occurs in the client's family, which under normal circumstances would require the client's presence as a family member.

Administrative: an administrative furlough may be granted for programmatic reasons, including re-integration visits and medical visits.

Bench Warrant: furlough is granted when a bench warrant is served on a youth and custody is transferred to the judicial jurisdiction issuing the warrant.

Return to Court: a return to court furlough is granted when a sentenced offender leaves a residential program for a court appearance to determine disposition as required by law.

1. All clients must meet one of the above listed criteria to be eligible for a furlough.
2. Furlough requests shall be approved by TYC Quality Assurance Supervisor.
3. Administrative furloughs will not be granted to a disapproved home or one where the home has not yet been evaluated and approved for placement.
4. The Home will receive approval from the Quality Assurance Supervisor responsible for the clients placed at Byrd's prior to granting the furlough.
5. The Administrator will complete and submit the furlough request, furlough narrative and travel permit to the Quality Assurance Specialist. Once the approval is received, parents and/or guardians will be notified with the final travel plans.

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YOUTH EMPLOYMENT AND WORK

POLICY:

Byrd's Foster Group Home, Inc. strives to insure that the youth entrusted to its care become law abiding, productive citizens. BFGH shall endeavor to provide opportunities whereby the clients may engage in compensated and uncompensated work in order to gain work experience and learn the rewards and responsibilities of constructive work.

The client shall not be allowed employment nor volunteer work in areas prohibited by state or federal regulations or statutes pertaining to child labor.

The client shall not be assigned repetitive, purposeless, degrading make-work. The advice and assistance of labor, business and industrial organizations will be utilized.

The client will receive compensation equal to the federal minimum wage for all work or labor performed in community jobs.

The client will not participate in private sector youth industrial programs. Byrd's Foster Group Home, Inc. does not and will not offer a campus work program.

Work Without Compensation

The clients in care at Byrd's Foster Group Home, Inc. may be required to perform the following types of work without compensation:

1. routine housekeeping chores which are shared by all clients in the facility
2. tasks performed a community service
3. volunteer assistance as a part of restitution for loss of property or damages caused by the specific client.

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RELIGIOUS SERVICES

POLICY:

Byrd's Foster Group Home, Inc. offers religious activities to the clients on a weekly basis. Clients who chose to attend religious activities are accompanied by staff. Also available to those who choose to be involved in religious activities are weekly bible study, men's fellowship, youth and young life groups. Special events and musicals are provided on an on-going basis.

Youth are allowed to attend the religious service of their choice. Youth religious beliefs will be accommodated to the best ability of the facility.

RESTITUTION

POLICY:

Byrd's Foster Group Home, Inc. shall endeavor to teach each client responsibility and accountability. Clients who cause damage to the facility property and/or to the property of others at the facility shall be allowed to volunteer to perform work without compensation as restitution. Client will be responsible for replacing/paying for any items he takes without permission. The client will not be forced to perform restitution. The work performed will be reasonable and comparable in value to the damage caused.

The clients will be provided opportunities for unpaid work which enhances the greater good of the community.

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**Access to Attorney
Visits/Telephone**

Any client of Byrd's Foster Group Home, Inc. will be allowed the opportunity to contact his attorney. This contact may be written or via the telephone. When written, the facility will provide the client with writing materials to include paper, pen, envelope and stamp. When making telephone calls, the client will have access to converse with the attorney in private.

The client will also have access to privacy to meet with his attorney at the facility.

POLICY AND PROCEDURE
FOR
TELEPHONE USE BY RESIDENTS

Policy:

It is the policy of Byrd's Foster Group Home, Inc. to encourage residents to maintain family contact by use of the telephone except when this is viewed as contraindicated by the treatment team.

Residents may place three collect calls per week. If the resident's home phone does not accept collect calls, the program will pay for the resident to make two calls per month. These calls may not be canceled as disciplinary reasons. Restrictions may include staff placing the calls for the resident, but may not include denying the resident phone privileges. The resident will have unlimited access to the phone for the purpose of contacting his attorney and TYC staff.

Staff shall insure that residents have access to a telephone, at the program's expense, to report abuse or express a grievance.

Staff shall insure that, when possible, residents have privacy when talking on the telephone. Staff members shall not monitor the content of the telephone conversation.

Residents may make and receive telephone calls when they do not interfere with *required* activities such as *school or group meetings*. When a resident cannot come to the phone a staff member takes a message for the resident.

Only staff members answer the telephone unless otherwise approved.

No incoming or outgoing calls shall be after 9 P. M. except for emergencies.

No long distance calls shall be made at the expense of the program except emergency or complaint calls unless approved by the executive director.

A telephone shall be identified which is available to residents upon request. Local calls may be made upon request.

Emergency and complaint related telephone numbers shall be posted near the telephone.

Residents who do not know how shall be taught how to use the telephone.

Unauthorized use of the telephone may be grounds for disciplinary action.

PROCEDURE:

1. The Executive Director assures that the above policy is communicated to each resident.
2. A staff member receiving a request to make a telephone call facilitates the call when possible.
3. When the request is denied the staff member records the request and reason for the denial in the resident's record.

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Special Diet Policy

Byrd's Foster Group Home, Inc. will provide nutrition and dietary intake according to the individual needs of the client. The agency has and will continue to provide a menu designed to address any allergies and dietary restrictions. Byrd's Foster Group Home, Inc. will make all attempts to observe and provide for clients with allergic, religious or medical dietary needs.

Procedure

The client will be interviewed upon admission. Any clients who have food allergies, dietary needs based on religious beliefs or medical need will be added to the special diet log. The entry will include the client's name, TYC number, the start date, the end date and the diet type. The same type entry will be made for those clients who have a temporary diet change due to illness, medication interference, etc. This entry will also have the start date and the end date for the diet change and the type of dietary change.

BYRD'S FOSTER GROUP HOME, INC.

RULES OF CONDUCT AND CONTRABAND

POLICY:

Byrd's Foster Group Home will ensure the rules of conduct and contraband policy will provide a safe and constructive environment for youth, staff and visitors.

PURPOSE:

Rules of conduct: It is a violation to knowingly violate or attempt to violate or help someone else violate any of the Rules of Conduct.

BEHAVIORS NOT ALLOW IN THE FACILITY:

Category I Violation consist of

1. Act of misconduct
2. Harm to the youth or others
3. Threatens facility safety and order

CONSEQUENCES:

1. Referral to criminal court
2. Disciplinary movement, reclassification, or assignment of a disciplinary minimum length of stay.

Category I Rule violations:

1. Violate any law of Texas or United States
2. Escape or attempted escape.
3. Abscond
4. Fleeing apprehension
5. Failure to report
6. Assault of staff/volunteer (bodily injury)
7. Assault of staff/volunteer (offensive contact)
8. Assault of youth/other (bodily injury)
9. Assault of youth/other (offensive contact)
10. Assault by threat (imminent bodily injury)
11. Injury to self
12. Possession of a weapon
13. Possession or use of unauthorized substance or intoxicant
14. Refusing a drug screen
15. Vandalism (\$50.00 or more)
16. Participation in a riot
17. Two or more failures to comply with written reasonable request.
18. Inappropriate sexual contact
19. Indecent exposure

**RULES OF CONDUCT AND CONTRABAND
PAGE TWO**

20. Extortion
21. Chunking bodily fluids
22. Stealing (\$50 or more)
23. Tampering with information technology resources or safety equipment
24. Tattooing/body piercing
25. Attempting, aiding, or abetting commission of a category I rule violation
26. Failing to report category I rule violation.

CATEGORY 2 VIOLATION

Willful behavior with minor consequences called on-site disciplinary consequences.

CONSEQUENCES:

1. Loss of points
2. Restriction of privileges
3. Confiscation of contraband

CATEGORY II RULE VIOLATIONS:

1. Stealing/under \$50
2. Vandalism/under \$50
3. Contraband
4. Danger to others
5. Threat to harm self
6. Lending/borrowing/trading items
7. Disruption of program
8. Undesignated area
9. Refusal to follow staff instructions
10. Miss scheduled activities/curfew
11. Gambling
12. Failure to abide by dress code
13. Attempting, aiding, or abetting commission of category II rule violation
14. Breaching group confidentiality
15. Violation security program/rules
16. Improper use of telephone/mail
17. Failure to do proper housekeeping
18. Gang related activity
19. Lying/falsifying documentation/cheating
20. Threat of escape.

**RULES OF CONDUCT AND CONTRABAND
PAGE THREE**

POLICY: CONTRABAND

A youth in Byrd's Foster Group Home, Inc shall not have contraband. Contraband items will be confiscated and disposed of and documented in accordance with the Policies of Byrd's.

Contraband items prohibited:

- A. solvents
- B. inhalants
- C. drugs
- D. alcohol
- E. narcotics paraphernalia
- F. items which can be used, made, or adapted to use as weapons
pictures (depict sexually content, which include male/female nudity or sexual acts including magazines, periodicals, posters, clothing w/ slogans, motto emblems which are obscene, advocate illegal or immoral conduct, hold individuals or groups up to ridicule, reinforce delinquent sub-cultural values, disruption of program or activities.
- G. Money in excess of \$5
- H. gambling and tools of gambling
- I. paraphernalia
- J. devices (tattooing)
- K. items not listed on youth's clothing inventory form
- L. personal letters denigrating any race, gang related or with profanity
- M. photographs depicting the gang, drug culture, nudity, violence

BYRD'S FOSTER GROUP HOME, INC.

LEVEL SYSTEM

The following level system has been established as an effort to fairly and equally give privileges to the clients of this home. It is designed to reward positive behavior and attitudes by moving the individual to higher levels and more privileges, while negative or rebellious behavior and attitudes reduce levels and restrict privileges for the individual. This system is tied to a point system, so that each client can know exactly where he stands.

All clients will begin Level II with zero points upon admission. They will receive 150 points at the successful completion of the first seven days.

Level I	0 points (loss of all points)
Level II	150 points
Level III	320 points
Level IV	500 points

5 points per day = 35 points = 140 points per month

The week total points will be posted on Saturdays.

Level I

You have been dropped down to Level I as a consequence of your behavior. You will lose all points and remain Level I for six days. On day seven, you will receive 150 points providing n further incidents have occurred.

Requirements:

On level I, you are expected to

- Begin organizing yourself and consider your actions before you act
- Remain in designated areas (television room, group room or dining room) throughout the six day period
- Become familiar with and begin following the agency's level system and other important rules

Privileges:

- Visits on campus with family appropriate
- Involvement in on campus activities

Consequences:

Staff is given considerable discretion in assigning consequences which are related to the violation. For example, telephone use violations will be addressed by limited use of the phone as specified in the telephone use policy and procedures. Likewise, behavior which is disruptive to the therapeutic group process may be consequence by "time out" from the group. Inappropriate physical aggression may be cause for possible disciplinary movement.

Some **specific consequences** which staff may assign are:

- Extending the time that the client is to remain on Level I by one week for each significant violation
- Suspending a client's weekly allowance for a designated period
- Restrictions of radio use
- Restrictions of television use
- Possibly place on a behavior contract
- Early bedtime
- Temporary suspension from off-campus cultural and entertainment activities.

Level II

Requirements:

Upon admission, you were placed on Level II.

In order to maintain Level II, you must demonstrate that you are accepting the need for treatment and have begun to identify issues which led to you being placed here. With this increased self-accountability you show that you are ready to handle more responsibilities. The expectations include:

- Understanding and adhering to all rules of conduct
- Interact appropriately with peers without excessive isolation
- Make efforts towards completion on homework and school work
- Show control of impulsive, destructive and negative behaviors
- Involve self in level system and start to get consistently higher points
- Accept the need to be in the program and begin working in therapy
- Attend all structural group activities
- Maintain appropriate personal hygiene and keep bedroom/personal space clean
- Control physical contact with others, i.e. no physical assault or self injurious behavior

Privileges:

- Visits on campus with parents or guardians at the facility (Saturday and Sunday between 9am and 5pm with advance notice. Deviation from this guideline will be at the discretion of the treatment team.
- Watch television during your leisure time
- You may own and keep in your room a radio, MP3 player and listen to it during your leisure time. The volume must be low enough not to disturb anyone in the facility
- You may go to the mall, store or shopping when accompanied by staff
- Short passes with parents or guardians with an approved home and dependent upon the number of points earned
- You may earn a weekly allowance after 2 weeks of continuous Level II status

Consequences:

Staff is given considerable discretion in assigning consequences which are related to the violation. For example, telephone use violations will be addressed by limited use of the phone as specified in the telephone use policy and procedures. Likewise, behavior which is disruptive to the therapeutic group process may be consequence by "time out" from the group. Inappropriate physical aggression may be cause for possible disciplinary movement.

Some **specific consequences** which staff may assign are:

- Dropping the level down to Level I for one week for each significant violation
- Suspending a client's weekly allowance for a designated period
- Restrictions of radio use
- Restrictions of television use
- Possibly place on a behavior contract
- Early bedtime
- Temporary suspension from off-campus cultural and entertainment activities.

Level III

Requirements:

You are exhibiting a higher quality of work in the program with a commitment to work on internal issues and family of origin issues. This is the problem solving stage:

- Understanding and adhering to all level II requirements
- Verbalize needs and feelings appropriately and give feedback with peers and staff
- Take responsibility for your own actions and accept the consequences without excessive protest
- Make your bed and neatly put away your personal belongings in the mornings
- Satisfactorily complete assigned chores each day at the appropriate time without arguments.
- Demonstrate a satisfactory effort in school by completing all homework on time. Work in school and accept responsibility for your academic growth
- Assist (by encouraging and reminding) new clients in understanding and adhering to the rules of conduct. Assist them as they adjust to the staff and other clients in the facility.
- Act responsible in community issues and problems.
- Consistently demonstrate the absence of lying and manipulative behavior.
- Seek to be a peacemaker in disagreements between other clients or between clients and staff.
- Be in bed with the lights out and turn off all radios, MP3 players, etc. each night at the prescribed time

Privileges:

- You may receive visits, off campus with parents or guardians, providing the home is approved and the treatment teams deems it appropriate. Furlough may be requested when you are within 60 days of parole
- You may receive three telephone calls per week (Friday-Sunday) from friends and you may place four local phone calls per week during leisure time.
- Watch television each day providing your homework and all chores are complete
- You may own and keep in your room a radio, MP3 player and listen to it during your leisure time. The volume must be low enough not to disturb anyone in the facility
- You may go to the mall, store or shopping unsupervised pending approval from your managing conservator
- Short passes with parents or guardians with an approved home
- You will receive an allowance
- Participation in program and recreational outings
- Participation in extracurricular school activities

Level IV

Requirements:

Optimally this is the level where you have demonstrated an investment in the program

- Understanding and adhering to all level III requirements
- Demonstrate a positive and cooperative attitude at all times
- Demonstrate leadership abilities in your interaction with staff and other residents. This may include initiative in problem solving, notifying staff of potential problem situations (but not dominating them).
- Participating in group discussions and volunteering in extra responsibilities
- Consistently work on a highly productive level and are appropriately planning for your future.

Privileges:

- You may receive visits off campus with parents or guardians providing the home is approved and the treatment teams deems it appropriate. A 72 hour furlough may be requested when you are within 60 days of parole
- You may receive three telephone calls per week (Friday-Sunday) from friends and you may place four local phone calls per week during leisure time. The time limit for phone calls is extended to 15 minutes per call.
- You may attend chaperoned school functions with the prior approval from the treatment team.
- You may own and keep in your room a radio, MP3 player and listen to it during your leisure time. The volume must be low enough not to disturb anyone in the facility
- You may go to the mall, store or shopping unsupervised pending approval from your managing conservator
- Short passes with parents or guardians with an approved home
- You will receive an allowance
- Participation in program and recreational outings
- Participation in extracurricular school activities
- You may obtain a part-time job with treatment team and managing conservator approval

**BYRD'S FOSTER GROUP HOME
MASTER TREATMENT PLAN TO ADDRESS**

SAMPLE

Cultural Identity, Dental, Developmental Functioning, Education, Family Health, Interpersonal Relationships, Healthy Relationships, Integration into Community, Leisure Activities, Medical, Plans for maintaining relationship with Family, Pro Communication, Recreational, and Social skills.

Expected Outcome of placement:

Estimated Length of Stay:

Plans for Discharge:

Names of Persons who participated in development of service plan

BA, LCCA

LCSW

Childcare Worker

TYC-QAS/CPS

Client

Date plan developed, completed and implemented

Client:

Therapist:

GOALS	INTERVENTIONS	OUTCOMES	Resolved
Cultural Identity			
Client will have developed an understanding of the importance of cultural identity and activities that will support his growth.	Staff will provide activities that provide cultural development. Therapist will assist client in developing a family tree. Strength:	Client will have knowledge of his cultural background. Client will know at least three facts about his personal cultural background.	
Dental			
Client will have checkups every six months by dentist.	Refer and schedule appointment with Dentist used by the facility Strength:	Client will have satisfactory dental reports.	
Psychological Client will have psychological testing annually.	Refer and schedule appointment with psychologist used by the facility Strength:	Client will have current psychological records.	
Developmental Functioning Client will improve level of developmental functioning. Client will learn to consider his choices prior to making a decision.	INTERVENTIONS Client will receive special tutoring at school and in the facility to improve developmental functioning. Strength:	OUTCOMES Client will make good and prudent decisions Client will develop a success plan to include risks, barriers and protective factors	Resolved
Education Client will pass current academic grade and maintain at least a C average in courses pursued. Client currently functions on a seventh	Staff will attend ARD's as indicated by school officials. Staff will assist client with homework. Staff will work with school officials to ensure that client's behavior	Client will be promoted to the next grade level. Client will meet the required standards	

<p>grade level in reading and comprehension and an eight grade level in math. Client is in regular ninth grade education classes.</p>	<p>remains appropriate during the academic term. Strength:</p>	<p>for all state testing. Client will make have no unexcused absences.</p>		
<p>Recreational</p>	<p>INTERVENTIONS</p>			
<p>Client will learn 2 ways to improve decision making skills through recreational activities. Client will be able to interact with his peers without engaging in verbal or physical aggression</p>	<p>Staff will provide recreational activities on a daily basis. Staff will illustrate to client how activity builds relationships and improves decision making skills, self-esteem, respect for others boundaries and other interpersonal skills. Strength:</p>	<p>Client will exhibit improved relationship with peers and authority figures. Client will become a team player. Client will have respect for himself and others.</p>		
<p>Social Client will need to develop skills to be able to function at an appropriate level of independence in the program and community</p>	<p>Staff will redirect any inappropriate behavior as they occur. Staff will provide role modeling for client to follow during activities and will provide verbal encouragement. Strength:</p>	<p>Client will have integrated within the community socially upon completing the program.</p>		
<p>Medical Client will maintain stable physical health. He will learn how to access medical services. Client needs to learn how to recognize symptoms of illnesses.</p>	<p>Staff will teach client how to access medical services in the public sector Staff will teach client to recognize symptoms of minor and major illnesses Strength:</p>	<p>Client will have learned how to get medical attention in the public sector Client will be able to list symptoms of minor and major illnesses.</p>		
<p>Leisure Activities Client will develop the ability to choose age appropriate leisure</p>	<p>Client will assist in selecting leisure activities. Staff will monitor, confront, and redirect</p>	<p>Client will have shown the ability to select age appropriate leisure</p>		

activities.	inappropriate behaviors as they occur.	activities for himself.	
GOALS	INTERVENTIONS	OUTCOMES	Resolved
<p>Integration to Community</p> <p>Client will be able to attend school outside the facility.</p> <p>Client will participate in extracurricular school activities.</p> <p>Client will participate in local summer program at public parks or Boys and Girls Club.</p>	<p>enroll client in the local Boys and Girls Club.</p> <p>provide supervision and transport for extracurricular school activities.</p> <p>Therapist will provide individual and group therapy to address integration into the community according to age.</p> <p>Strength:</p>	<p>Client will be able to attend off campus activities without verbal and/or physical aggressive acts occurring.</p>	
<p>Cultural Identity</p> <p>Client will be able to identify his role in the family and his family's history as regards drug and alcohol abuse. He will be able to identify the criminal cycle in his family.</p>	<p>Individual and group sessions.</p> <p>Life Skills workbook exercises.</p> <p>CD groups and individual sessions.</p> <p>Strength:</p>	<p>Client will know and understand his role in the family. Client will acknowledge and confront family history of drug and or alcohol abuse.</p> <p>Client will be able to confront and break the cycle of criminal activity in his family.</p>	
<p>Plans for maintaining relationship with family if applicable</p> <p>Client was residing with</p> <p>The family resides at</p> <p>The phone number is</p>	<p>Client will maintain contact with family via mail, phone, visits and passes when eligible.</p> <p>Staff will provide client with three stamped envelopes per week.</p> <p>Staff will place phone calls for the client according to the phone policy.</p> <p>Staff will model appropriate interaction i.e. conversation for client to emulate.</p> <p>Strength:</p>	<p>Client will be able to sit and converse with parent/guardian about life issues. Client will be able to adhere to house rules and will be a productive member of the family.</p>	

Preparation For Independent Living	Client will participate in weekly life skills training to learn money management, housing, transportation, community resources, job readiness, etc.	Client will be able to budget for living expenses, secure housing and travel via public transportation. He will also know how to access community resources and be prepared for the work force.		
If 13 or older				
Healthy Interpersonal Relationships				
Client will have exhibited an improved relationship with peers and authority figures.	Daily on and/or off campus recreational activities offered by the facility.	Client will have established age appropriate relationships. Client will be able to interact acceptably in various social situations.		
Healthy Boundaries				
Client will have exhibited an improved relationship with peers and authority figures. Client will have acknowledged and accepted responsibility for sexual abuse of his sister.	Individual therapy twice monthly, group therapy on a weekly basis and therapeutic recreation on a daily basis.	Client will implement boundaries modeled by staff and therapist with peers and staff. Client will have completed the offense cycle and will have an understanding of why he acts out.		
Pro-social communication skills				
Client will be able to participate appropriately in formal and informal social situations.	Individual therapy twice monthly, group therapy weekly and social interpersonal skills group sessions daily.	Client will have developed age appropriate communication skills.		
Sexually Transmitted Diseases Client will learn what STDs are and how they are transmitted. Client will learn which STDs are treatable and/or curable and which are not.	Health education provided at the facility or at his educational setting Strength:	Client will have completed STD Training. Client will be able to verbalize how STDs are transmitted. Client will know the treatment for treatable STDs and know which are not treatable.		

Human Reproduction Client will be able to verbalize how conception occurs and how to prevent unwanted pregnancies	Health education provided at the facility and in his educational setting Strength:	Client will be able to explain conception and will be able to verbalize at least two methods of preventing unwanted pregnancies	
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Client's level of supervision will remain intense as required by TYC

BYRD'S FOSTER GROUP HOME, INC.
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**POLICY AND PROCEDURE
FOR
Psychotropic Medication-Related Emergencies**

POLICY:

Byrd's Foster Group Home, Inc. shall encourage the client to maintain compliance with medication regime. The facility shall insure the safety and well being of each client. Psychotropic medication may be administered to the client when there is a medication-related emergency without the consent of the client or when the client cannot or will not give consent under the following conditions:

1. to prevent harmful behaviors associated with a diagnosed psychiatric condition
2. to prevent imminent and substantial harm to the client because the client is overtly engaging in behaviors that could result in serious bodily harm or death
3. to prevent physical harm to another because of attempts or acts the client overtly or continually makes or commits.

PROCEDURE:

The administrator or designee, the psychologist and/or the registered nurse shall ensure that all possible interventions within reason for a given situation have been exhausted and documented before contacting the physician or psychiatrist.

The administrator or designee will call the physician or psychiatrist him/her of the client's behaviors and physical condition. This will include pertinent information such as current medications, recent injury, known medical problems, known allergies and what may have precipitated the situation. The phone call and all information provided to the physician or psychiatrist will be documented in the client's medical file.

Permission to medicate the client on emergency basis will be sought from the parent or guardian if it does not pose an undue delay such that the risk of harm to the client or others would be increased. If the parent or guardian objects to the use of the medication, then the medication will not be used. If the parent or guardian cannot be contacted prior to medicating the client, the parent or guardian will be notified as

soon possible of the action. All steps taken will be documented in the client's medical file.

When an order is given by the psychiatrist to medicate the client against his will, the order will include the route of administration. The order will be for one dose only and will be signed within 24 hours by the ordering physician. The order will include justification for the involuntary medication. Psychotropic medication will only be ordered by the psychiatrist. Psychotropic medication may be administered either orally or intramuscular.

The administrator or designee will notify by e-mail the following central office staff of the use of involuntary administration of medication: medical director, health services administrator, deputy executive director, assistant deputy director- juvenile corrections, and assistant deputy executive director-rehabilitation services

Since, Byrd's Foster Group Home, Inc. is a community based program and not equipped to handle clients who are a danger to self and others, a call will be placed to IntraCare Hospital or Cypress Creek Hospital to seek inpatient services. If the evaluation reveals that the client is in need of on-going inpatient care, placement will be sought at the Corsicana Stabilization Unit.

Byrd's Foster Group Home, Inc. does not have un-prescribed psychotropic medication on hand. Therefore, the facility will not be able to administer involuntary emergency psychotropic medication.

PROHIBITIONS

- A. Psychotropic drug shall not be administered for the purpose of punishment or for program management or control.
- B. Clients shall not be subjected to pharmaceutical experimentation or research.
- C. The use of psychotropic medication in an emergency must be ordered by the facility psychiatrist or responsible physician.
- D. There will be no standing orders for emergency use of psychotropic medication
- E. Psychotropic medication will be administered only to those clients who have a diagnosed psychiatric disorder and who have had a physical examination prior to psychotropic medication being prescribed.

**UNDERSTANDING AND ACCEPTANCE OF TYC CONTRACT PROVISIONS,
CERTIFICATIONS AND REPRESENTATIONS**

Byrd's Foster Group Home, Inc. understands and accepts all contract provisions, certifications and representations as set forth in TYC contract.

Byrd's will comply with TYC policies and any subsequent amendments to those policies which apply to residential policies.

Byrd's agrees to the terms and conditions stated in the TYC Contract for Residential Services and is ready to execute stated contract at time of award.

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Time Table for Start Up

Byrd's Foster Group Home, Inc. has been in operation since 1982 and is currently licensed by the Texas Department of Family and Protective Services as well as contracted with the Texas Department of Family and Protective Services. It also holds a contract with the Texas Youth Commission. The facility is currently providing services for both agencies therefore, a time table for start up is not applicable.



1. It is the responsibility of the Contracted facility to maintain clinical, medical and educational documentation of all TYC youth in their care. These documents will be maintained in a format that is accepted by TYC and clinical treatment service delivery practices.
2. The Contracted Facility will receive a completed risk and protective factor assessment upon the youth's arrival. The Contracted Facility will provide TYC with a written Individualized Treatment Plan, for each youth within seven (7) days of arrival. The plan must identify risk and protective factors to be targeted for the youth based on information sent to the facility. It must include an initial thirty (30) day treatment/program goals outline for services. The case manager will develop an individualized plan based on the clinical and risk/protective factors of the youth. The plan will be written in a manner that the youth can understand and will include the following:
 - a. Identify behavior risks to be targeted for clinical/behavioral interventions;
 - b. Educational/vocational needs and plan for intervention;
 - c. Risk factors and protective factors to be targeted in clinical services and programming;
 - d. Identify any special needs of youth in order to provide appropriate services listed in the youth initial plan (Example: MH, LEP, CD, etc.);
 - e. Identify plans for Family Participation/Transition planning; and,
 - f. The objectives must be specific and measurable with thirty (30) day timeframes for completion until transition.
3. Youth will be assessed for clinical services needs and referred to appropriately licensed clinicians in the community. Services will be provided in accordance with youth need and clinician recommendation. Documentation of sessions will remain in the youth's file at the contract facility and made available to appropriate TYC staff upon request.
4. Youth treatment plans must be reviewed and updated monthly. The monthly treatment plan reviews and documents the youth's progress for the previous review period and must identify risk and protective factors' interventions addressed. An updated treatment plan will be created to address risk and protective factors to be address in the upcoming thirty (30) days. Documentation of this review must be kept on a common form and placed in the youth's file within five (5) days of the review. The designated TYC Staff member is to be provided a written copy of the progress review within five (5) workdays after the review.
5. Formally reassess risk and protective factors, via an approved assessment tool (tool to be used must be approved by TYC prior to evaluating youth), every ninety (90) days to evaluate the youth's progress in reducing risk and increasing protective factors. At this time, the updated treatment plan will address interventions 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 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.
6. Begin aftercare planning with the youth's Parole Officer within thirty (30) day of arrival. The plan includes specific referrals and services identified for youth with input from family. 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.

7. At any time, TYC Quality Assurance, Treatment, youth's Parole Officer or Release Review Panel Staff may request to review or receive copies of a youth's monthly treatment plans, ninety day re-assessment, clinical documentation and/or correctional therapy notes.

Tab 9

Quality Control Plan/Measures of Performance and quality of Services (Exhibit H)

- A. Detail of quality control plan
- B. Acceptance to allow TYC to conduct monitoring and to full cooperation in the process
- C. Understanding of TYC Contract Care Performance and Quality of Services Measures
- D. Take appropriate action to correct findings and deficiencies
- E. Monitor day to day operations
- F. Monitor activities of consultants, subcontractors, subcontractors' employees and volunteer workers



MEASURE OF PERFORMANCE AND QUALITY OF SERVICES

The Texas Youth Commission has adopted a system of evaluating program effectiveness and promoting continuous improvement by monitoring compliance with the contract agreement; identifying and monitoring targeted performance measures; evaluating the quality of service delivery; requiring corrective action for any identified area of deficiency; conducting a program risk assessment; setting and modifying goals to maximize performance and sustaining continuous improvement.

Performance Measures

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 Major Rule Violation 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. A performance profile will be sent out to the Provider 4 times a year, and a corrective action plan (i.e. setting a numerical goal to achieve during the next quarter along with the action plan to meet that goal) will be required for all areas of deficiency. In addition to the 8

identified measures above, the Provider will also be required to identify 2 additional measures (quantifiable) for expected outcomes, of youth that successfully complete the program.

Monitoring Level

Each service provider will be assigned a monitoring level based on site reviews of the compliance with contract terms and quality of service delivery. Monitoring Levels are assigned as followed:

- Level 1:** Monitoring Score of 90% or higher
Any of area of non-compliance will require a corrective action plan to be submitted to the TYC Program Evaluator

- Level 2:** Monitoring Score between 80%-89%
Any area of non-compliance will require a corrective action plan to be submitted to the TYC Program Evaluator

- Level 3:** Monitoring Score between 70%-79%
Any area of non-compliance will require a letter, by the TYC Administrator to the service provider's management, or appropriate persons in the service provider's chain of command, documenting area(s) of non-compliance, requiring a response and corrective action plan

- Level 4:** Monitoring Score below 70%
Major sanction will be imposed to include but not be limited to moratorium on placements; limited contract period on renewals; removal of youth; withhold payments; assess liquidated damages; or contract termination. In the event the TYC Administrator does not wish to enforce a major sanction, a justification must be submitted to the Director of Youth Services for review and approval

All monitoring ratings' and sanctions assigned will be included in the Sunset Review which takes place at the conclusion of the contract period. At the Sunset Review, the provider's performance will be examined based on monitoring and evaluation activities and outcome measures identified. This information along with any change to the needs of the population served will be the determining factor of whether or not the contract will be eligible for renewal.

**ENVIRONMENTAL INSPECTION
CHILD CARE FACILITY**

Owner/Operator: Byrd Foster Group Home Inc.
 Address: 5908 Hardy St. Houston, Tx
 TDPRS Licensing Representative: Stacey Shaw
 Licensed Number of Children: 10 Number of Children Present: _____
 7-12 Children/Group Day Home: _____ More Than 12 Children: 10
 Type of Facility: Day Care _____ Head Start _____ Institution: _____ Residential Treatment _____
 Kindergarten/Nursery School _____ Halfway House _____ Emergency Shelter:
 Inspection Purpose: New License _____ Renewal _____ Complaint _____ Other (Specify) _____

"X" Indicated a Deficiency

BUILDING/EQUIPMENT	WATER SUPPLY
1. Establishment clean and well maintained	29. Public/Private (circle one)
2. Outdoor areas clean, well drained, and maintained	30. Currently Meets TCEQ Standards
3. Furniture and equipment safe/sturdy/good repair	31. Fountains Angled/Maintained
4. Glass in sliding doors clearly marked	32. Common drinking cups not allowed
5. Stairs, porches, and platforms equipped with railings	WASTE WATER
6. Playground/Equipment (Separate inspection form)	33. Public/Onsite Sewage system(circle one)
7. Hazardous substances properly stored	34. Onsite Sewage System Facility functions properly
8. Each child has own bed, bunk, cot, or mat	35. Evidence of effluent surfacing.
9. Beds kept clean and comfortable	SOLID WASTE DISPOSAL
10. Bed linens changed and washed as needed, at least weekly	36. Adequate number of covered garbage containers
11. Bedding laundered/ sanitized between uses	37. Garbage stored outside of play areas
12. Storage available for each child's possessions	38. Garbage containers clean
13. Hot water controlled by thermostat	INSECTS AND RODENTS
14. Child-proof covers or safety outlets	39. Breeding sources for insects or rodents
VENTILATION/LIGHTING/HEATING	40. Evidence of insects or rodents inside facility
15. Adequate lighting	41. Pesticides properly used and stored
16. Room temperature satisfactory	42. Pesticides used in accordance with Structural Pest Control Board
17. Objectionable odors or excess humidity	PETS
18. Windows and doors used for ventilation screened	43. Pets have documented vaccinations
19. Gas appliances vented	44. Pet living quarters clean
TOILET FACILITIES	45. Animal feces removed from play areas
20. Bathrooms located inside facility (except Therapeutic Camps)	46. Stray animals not present
21. Bathrooms clean and properly maintained	FOOD SANITATION
22. Adequate number of toilets, showers, and lavatories	47. Operated in accordance with State Food Establishment Rules (Separate Inspection Form)
23. Hot and cold water available for hand washing	SWIMMING POOL
24. Toilet paper available	48. Pool Meets State Pool Standards (Separate inspection form)
25. Soap and sanitary hand drying facilities available	
26. Bathrooms have easily cleanable surfaces	
27. Potty chairs emptied, washed and sanitized after each use	
28. Proper diaper changing procedures	

Comments: _____

Inspected by: _____ Child Care Official: _____

Printed Name: Jack R. Ellison Jr. Printed Name: Jack R. Ellison Jr.
 Date: 7-11-10

Jack R. Ellison Jr.
Jack R. Ellison Jr.

Jack R. Ellison Jr.
Jack R. Ellison Jr.

7-11-10

X

X

NA

NA

12/31/2009

BINDER

BINDER TERM: 12/31/2009 TIME 12:01 AM TO 01/30/2010 TIME 12:01 AM

**INSURED: Byrd's Foster Group Home, Inc.
5708 Hardy Street, Houston, TX 77009**

DESCRIPTION OF OPERATION:

POLICY TERM: 12/31/2009 TO 12/31/2010

Coverage Highlights

**Company: American Alternative Insurance Company (A+ XV)
Policy Number: 99A2PL0000325-02**

SOCIAL SERVICE & HEALTHCARE PROFESSIONAL LIABILITY COVERAGE (Claims Made)

RETROACTIVE DATE: 12/31/00

Professional Aggregate Limit	\$	3,000,000
Each Professional Incident	\$	1,000,000
Deductible	\$	2,500

COVERAGE EXTENSIONS:

Named Insured includes: Employees and volunteers while acting in their official capacity as such.
- Your **funding source** is also an insured but with respects to their liability as such to the insured.
Any "Licensed Practitioners of the Healing Arts "can be included by endorsement
Defense in addition to Limits

Abuse & Molestation-see separate cover

HIV/AIDS

Employment Practices-Can be included in Management Liability

Prior knowledge claims and litigations

Clinical or experimental trials-can be added by endorsement

Extended Reporting Period (Claims Made) 60 days with option to purchase up to 60 months

IMPORTANT PROFESSIONAL LIABILITY EXCLUSIONS:

SOCIAL SERVICE & HEALTHCARE PROFESSIONAL LIABILITY PREMIUM \$ 5,010.00

SEXUAL ABUSE OR MOLESTATION LIABILITY (Claims Made)

RETROACTIVE DATE: 12/31/00

Annual Aggregate	\$	300,000
Each Act	\$	100,000
Deductible	\$	2,500
Defense in Addition to Limit Including Physical Abuse		

IMPORTANT SEXUAL OR ABUSE MOLESTATION EXCLUSIONS:

Known and intentionally not reported

Contractual Liability

Employment Practices
 Knowledge of Prior Acts
Duty to report in case of sexual abuse or molestation
 Extended Reporting Period 60 days with option to purchase up to 60 months
SEXUAL ABUSE OR MOLESTATION PREMIUM \$ 300.00

TOTAL PROFESSIONAL LIABILITY PREMIUM \$ 5,310.00
ADDITIONAL TRIA PREMIUM APPLICABLE (IF COVERAGE SELECTED) \$ 0.00

Company: American Alternative Insurance Company (A+ XV)
Policy Number: 99A2GL0001760-01

GENERAL LIABILITY COVERAGE-ISO (Occurrence)

Each Occurrence Limit BI/PD	\$	1,000,000
General Aggregate Limit	\$	3,000,000
Products-Completed Operations Aggregate	\$	3,000,000
Personal/Advertising Injury Occurrence Limit	\$	1,000,000
Fire Damage Legal Liability	\$	300,000
Premises Medical	\$	10,000

IMPORTANT GENERAL LIABILITY CONDITIONS:

COVERAGE EXTENSIONS:

Bodily injury definition includes mental anguish, emotional distress, and humiliation
 Insured includes your funding source, members, trustees, manager or lessors of buildings, lessors of equipment.
 Student teachers/substitute teachers can be added by endorsement.
 Pesticide/herbicide applications
 Amendment of liquor exclusion for social service agencies.

IMPORTANT EXCLUSIONS:

Pollution exclusion with exception of hostile fire and heating/ac systems
 Asbestos & Silica, Lead
 Employment Practices Liability
 Trampoline
 Terrorism Exclusion
 Electronic Data and Cyber Risk Exclusion
 Fungi or bacteria
 Abuse & Molestation Exclusion (see separate coverage)

BYRD'S FOSTER GROUP HOME, INC.
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PREVENTIVE MAINTENANCE POLICY

It is the policy of Foster Group Home, Inc. to provide an environment of safety and security for its clients. The agency will insure that the physical plant is always in a state of repair by doing visual inspections at each shift change. These inspections will be conducted on a daily basis by the on duty staff. Any damages or potential items identified to be repaired will be noted on the shift change sheet and will be immediately reported to the Executive Director or designee.

The Executive Director or designee will immediately notify the repair man of the damages or potential damage. The repair man will make minor repairs within 24 hours. If interim repairs are needed (i.e. such as during severe weather or power outage) the repair man will make repairs to safe guard the facility as well as the health and welfare of the clients served.

A maintenance log with receipts will be maintained at the facility and available for review. The log will include the date the repair man was notified and the date the repairs were completed. If interim repairs were required, the reason for the delay will be noted in the log.

BYRD'S FOSTER GROUP HOME, INC.
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DISASTER AND EMERGENCY PLAN

POLICY:

It is the policy of Byrd's Foster Group Home, Inc. to be prepared to deal with any unexpected occurrence which renders the facility temporarily/permanently uninhabitable. Emergency evacuation procedures shall ensure the health and safety of all persons. The first priority of the staff will be the safe evacuation of all clients if necessary. The clients and staff will evacuate to an established Red Cross Shelter.

The facility will provide staff with annual training in disaster planning and evacuation procedures.

Emergency evacuation and relocation plans shall be posted in each room which the clients use. The plan shall show exit paths from each room unless the room opens directly to the outdoors at ground level.

PROCEDURE:

During emergency situations which cause (loss of heat or non-life threatening situations) individuals may collect personal and necessary items to facilitate the move and make it more comfortable.

In the case of a fire, chemical leak, etc. **911** will be called and the staff on duty will evacuate according to instructions given by the local emergency authorities.

The facility maintains a binder with all client placement/medical authorizations, Medicaid cards and copies of birth certificates and social security cards. Staff has been trained to place this binder in a water proof container and carry it with them in the event the facility must be evacuated. If evacuation notice is given, each client will have a wrist band placed on his wrist with the facility' name, address, and phone number imprinted upon it. The clients will be assigned to select staff members and each staff member will be responsible for no more than (5) five clients.

If the emergency situation is life threatening, evacuation will proceed according to the directives given by local officials. A staff person will be assigned and designated responsible for removing the medications, disaster and first aid kit from the structure, if and only if, to do so would not expose that person to any danger. Staff will take the following steps:

- a) listen to the radio and follow the instructions of local emergency officials
- b) wear protective clothing and sturdy shoes
- c) take the disaster supply kit

- d) lock the facility
- e) Use the travel routes specified by local authorities, staff shall not use any routes other than those specified.

If emergency medical treatment is necessary or there is a loss of crucial medication for any individual, the individual(s) will be taken to the emergency room at one of the local area hospitals by staff or if necessary, by ambulance through calling 911. Staff trained in first aid will administer to the individual necessary aid until the ambulance arrives. Note: All full time staff members are required to maintain current certification in first aid training and therefore, will be trained or re-certified by the American Red Cross or other agencies on an as needed basis. All staff members who are on schedule shall be required to work as scheduled. All PRN staff shall be required to be available for work detail as needed. The Program Administrator will make any alterations needed to the work schedule as soon as possible.

As soon as possible, the staff person in charge will notify the Program Administrator or designee of the situation and any required assistance. This assistance will be provided or arranged for by the Program Administrator or designee. The Program Administrator will notify all necessary parties.

The facility will maintain a **disaster supply kit** to include but not be limited to the following:

1. a three-day supply of water and food that won't spoil
2. one change of footwear and clothing per person
3. one blanket or sleeping bag per person
4. a first aid kit that includes prescription medications
5. emergency tools, a battery-powered radio, flashlight and extra batteries
6. an extra set of van keys
7. a credit card, extra cash or traveler's checks
8. sanitation supplies
9. copies of medical authorization, placement authorization(**which contains the case worker's and case worker's supervisor contact information**), birth certificates, social security cards, educational portfolio, Star Health cards and Medicaid cards will be kept in a water proof container

Staff will begin immediate counseling to alleviate anxieties and fears associated with the emergency and to ensure that clients are stable, safe and secure. As soon as the facility therapists are able to travel, therapy will resume and address any concerns the clients may have as regards self, family and/or friends.

Communication with Contracting Agencies:

The **emergency contacts** shall be Ms. **Laverne Byrd** at (832)867-9626, Ms. **Annie Derry** at (713)204-2407 and Mr. **Darrell Spates** at (832)541-7594. One of the aforementioned emergency contacts will begin phone contact when emergency or

evacuation situation is apparent. If the land line systems are down, cell phones will be utilized.

The Executive Director, Administrator or designee will **contact the managing conservators** for each client and provide information regarding the location and condition of the clients in care who have been evacuated as soon as the clients have reached their evacuation destination by either

- a) public website at www.dfps.state.tx.us or
- b) calling the DFPS abuse/neglect hotline at 1(800)252-5400
- c) calling or emailing at www.tyc.state.tx.us

The Program Administrator will maintain contact with the local officials to remain knowledgeable regarding ability to return to the facility, if evacuation occurs. All clients and staff members will be transported to the facility via facility vans. Byrd's Foster Group Home, Inc. shall maintain a supply of bottled water, non-perishable food items and a generator to facilitate electrical lights and the ability to provide meals and baths for all clients.

The program administrator or designee will notify parents/guardians of location if the facility is asked to evacuate.

The staff and clients will return to the facility only after receiving the directive from local officials that it is safe to do so. The clients and staff will travel via the facility vans. Staff will inspect the facility to insure that it is habitable. The Executive Director or the Administrator will contact all energy suppliers if necessary for the restoration of power.

The Texas Department of Family and Protective Services, Texas Youth Commission and Juvenile Probation will be notified in writing when changes occur in administration, construction or emergency phone numbers. This notification will be forwarded to all caseworkers, Quality Assurance Specialists, QAS Supervisor, the RCM and the Licensing Representative.

All changes in policies and procedures for the DEP will be reviewed with all employees. Annual training will be conducted and new employees shall review and sign the DEP prior to working with the clients of Byrd's Foster Group Home, Inc.

MEASURES OF PERFORMANCE AND QUALITY OF SERVICES

Byrd's Foster Group Home, Inc. will make available all records to ensure that TYC is able to conduct monitoring of its program and will fully cooperate in the processes.

The agency will take appropriate action within the time period specified by TYC to correct findings and deficiencies identified during any and all monitoring visits.

The Administrator and the Executive Director will be responsible for monitoring the day to day operations of the program and correcting deficiencies as they occur.

Byrd's Foster Group Home, Inc. will continue to monitor the activities of its consultants, subcontractors, subcontractor's employees, and volunteers to ensure compliance with applicable requirements and achievement of performance goals.



ACCREDITATION BY AMERICAN CORRECTIONAL ASSOCIATION as required in Senate Bill 103

SECTION 19. Subchapter B, Chapter 61, Human Resources Code is amended by adding Section 61.023 to read as follows:

Sec. 61.023 Accreditation by American Correctional Association. Not later than September 1, 2007, the commission shall adopt a plan for and begin the process of receiving accreditation by the American Correctional Association for each correctional facility operated by or under contract with the commission.

BYRD'S FOSTER GROUP HOME, INC.
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ACA Accreditation

Byrd's Foster Group Home, Inc. is willing to become accredited through ACA.



TYC 2010 Cost Report for Residential Providers (Exhibit J)

Section I. General Information

For assistance or information, contact Suzi Rowan, Administrative Assistant, Contracts, at 512-424-6094 or you mail e-mail Suzi Rowan@tyc.state.tx.us.

Mail the completed Cost Report to:
 Texas Youth Commission
 Attn: Suzi Rowan, Administrative
 Assistant, Contracts
 P.O. Box 4260
 Austin, Texas 78765

Address for Special Mail Delivery:
 Texas Youth Commission
 Attn: Suzi Rowan, Administrative Assistant
 Contracts
 4900 North Lamar
 Austin, Texas 78751

Service Provider

Provider Name	Byrd's Foster Group Home, Inc.
Street Address	5708 Hardy St
City & County	Houston Harris
State & Zip Code	TX 77009
E-mail Address	byrdsnestlbeprodigy.net
Mailing Address (if different than street address)	
City	
State & Zip Code	
Facility Name	
Facility Address	
City & County	
State & Zip Code	

Management Company

Name	
Mailing Address	
City	
State	
Zip Code	



Section I. General Information

Preparer

Name of Preparer	Forester C. Duru CPA & Assoc.
Title	CPA
Telephone Number	(713) 776-9300
Fax Number	(713) 776-8451
Mailing Address (Street or P.O. Box, City, State, Zip)	9888 Bissonnet # 690 Houston, TX 77036

Contact Person

Name of Contact Person	Diangela Daniel
Title	CPA
Telephone Number	(713) 776-9300
Fax Number	(713) 776-8451
Mailing Address (Street or P.O. Box, City, State, Zip)	9888 Bissonnet # 690 Houston, TX 77036

Location of records used to complete this cost report (Street, City, State, Zip)

Reporting Period

1. Beginning Date (mm/dd/yyyy)	01	01	2009
2. Ending Date (mm/dd/yyyy)	12	31	2009

If not the entire fiscal year, give reason: _____



Section I. General Information

3. Service Provider is a:

<i>Proprietary or Profit</i>	a.	<input type="checkbox"/>	Sole Owner
	b.	<input type="checkbox"/>	Partnership
	c.	<input type="checkbox"/>	Limited Partnership
	d.	<input type="checkbox"/>	Limited Liability Company
	e.	<input type="checkbox"/>	"S" Corporation
	f.	<input type="checkbox"/>	Corporation
<i>Nonprofit Corporation</i>	g.	<input type="checkbox"/>	Owned or affiliated with religious organization
	h.	<input checked="" type="checkbox"/>	Not owned or affiliated with religious organization
<i>Nonprofit Association</i>	i.	<input type="checkbox"/>	Owned or affiliated with religious organization
	j.	<input type="checkbox"/>	Not owned or affiliated with religious organization
<i>Government</i>	k.	<input type="checkbox"/>	State
	l.	<input type="checkbox"/>	County
	m.	<input type="checkbox"/>	Municipal
	n.	<input type="checkbox"/>	Special District

4. Management Company is a:

<i>Proprietary or Profit</i>	a.	<input type="checkbox"/>	Sole Owner
	b.	<input type="checkbox"/>	Partnership
	c.	<input type="checkbox"/>	Limited Partnership
	d.	<input type="checkbox"/>	Limited Liability Company
	e.	<input type="checkbox"/>	"S" Corporation
	f.	<input type="checkbox"/>	Corporation
<i>Nonprofit Corporation</i>	g.	<input type="checkbox"/>	Owned or affiliated with religious organization
	h.	<input type="checkbox"/>	Not owned or affiliated with religious organization
<i>Nonprofit Association</i>	i.	<input type="checkbox"/>	Owned or affiliated with religious organization
	j.	<input type="checkbox"/>	Not owned or affiliated with religious organization
<i>Government</i>	k.	<input type="checkbox"/>	State
	l.	<input type="checkbox"/>	County
	m.	<input type="checkbox"/>	Municipal
	n.	<input type="checkbox"/>	Special District
	o.	<input checked="" type="checkbox"/>	N/A



Section I. General Information

5. Is the management company a related party to the service provider?

Yes No N/A

If yes, describe relationship: _____

1. Does the service provider hold any other contracts Yes No N/A
or grants with agencies of the State of Texas for
providing juvenile services? If yes, provide the agency name and type of program
for each contract or grant:

Agency	Type of Program
a. TX Dept of Family &	Independent Therapeutic
b. Protective Services	Group Home
c.	
d.	
e.	

7. Average Daily Population – TYC Youth.....7. 10

8. Average Daily Population – Non-TYC Youth8. 0

9. Number of Youth Facility Licensed to Serve.....9. 10

10. Number of Youth Equipped to Serve.....10. 10



TYC 2010 Cost Report for Residential Providers
Section II. Revenue and Cost Summary

1. Revenue:

TYC	a.	375950	
Other	b.	_____	
Total revenue	c.		<u>375950</u>

2. Cost of Operations:

Basic Care (Line 13, page 7)	a.	230795	
Treatment Services (Line 6, page 8)	b.	0	
Education (Line 8, page 9)	c.	0	
Medical Services (Line 10, page 11)	d.	2700	
Student Transportation (Line 7, page 12)	e.	11000	
Direct Administration (Line 6, page 13)	f.	95572	
Central Office Administration (Line 12, page 13)	g.	0	
Overhead (Line 10, page 14)	h.	35883	
Total Cost of Operations	i.		<u>375950</u>



TYC Cost Report for Residential Providers

Section III. Basic Care

Cost Data:

1. Child Care Workers Salaries, Benefits, and Taxes			
Salaries	a.	<u>149760</u>	
Benefits	b.	_____	
Taxes	c.	<u>13401</u>	
Total Care Workers Salaries, Benefits and Taxes	d.		<u>163161</u>
2. Caseworkers Salaries, Benefits, and Taxes			
Salaries	a.	_____	
Benefits	b.	_____	
Taxes	c.	_____	
Total Caseworkers Salaries, Benefits, and Taxes	d.		_____
3. Food Service Staff Salaries, Benefits, and Taxes			
Salaries	a.	_____	
Benefits	b.	_____	
Taxes	c.	_____	
Total Food Service Staff Salaries, Benefits, and Taxes	d.		_____
4. Other Basic Care Staff Salaries, Benefits, and Taxes			
Salaries	a.	<u>20800</u>	
Benefits	b.	_____	
Taxes	c.	<u>1834</u>	
Total Other Basic Care Staff Salaries, Benefits, and Taxes	d.		<u>22634</u>
5. Cost of Food			
Food at Gross Cost	a.	<u>12000</u>	
Less: USDA Revenues	b.	_____	
Food at Net Cost (Line 5.a. minus Line 5.b.)	c.		<u>12000</u>
6. Clothing			
	6.		<u>5300</u>
7. Recreation Fees and Supplies			
	7.		<u>5000</u>



TYC Cost Report for Residential Providers

Section III. Basic Care

8. Personal Care Supplies.....	8.	4800
9. Laundry, Linen, and Housekeeping Supplies.....	9.	4500
10. Staff Travel.....	10.	5100
11. Staff Training.....	11.	1300
12. Other.....	12.	7000
13. Total Basic Care Costs (Enter total on Line 2a., Page 5).....	13.	230795

Service Data:

Positions	Annual Actual Hours Paid
Child Care Workers	16640
Caseworkers	
Other Basic Care Staff	2080
Food Service Staff	

Service	Average Number of Meals Served Per Month
Meals Served	595 meals & 345 snacks/mo during school year. 865 meals & 575 snacks/mo during summer months.

NO staff members are served meals unless it is a holiday. The numbers of meals per month during the school year varies because some clients may take a lunch to school prepared by the facility, and some clients may have breakfast at the facility. The clients are entitled to a free breakfast and lunch at school. Meals per month during the school year are based on the average population having 2 meals and one snack on school days, and 3 meals and 2 snacks per day on weekends.



TYC Cost Report for Residential Providers

Section IV. Medical Services

Cost Data: * See note below

Cost for Treatment Services

- 1. General Counseling (for example, aggression management, art therapy) 1. _____
- 2. Sex Offender (services must be provided by licensed provider and registered provider) 2. _____
- 3. Chemical Dependency (services must be provided by licensed counselor, does not include of education) 3. _____
- 4. Mental Health 4. _____
- 5. Other 5. _____
- 6. Total Cost for Treatment Services (Enter total on Line 2b., Page 5) 6. _____

Service Data:

Treatment Services	Number of Hours		
	Individual Counseling	Group Counseling	Other
General Counseling			
Sex Offender			
Chemical Dependency			
Mental Health			
Other	1 hr bi-weekly	1 hr weekly	

* Therapists provide services, then bill Medicaid directly for services rendered.



TYC Cost Report for Residential Providers

Section V. Education N/A

Cost Data:

1. Teacher Salaries, Benefits, and Taxes

Salaries a. _____
 Benefits b. _____
 Taxes c. _____
Total Teacher Salaries, Benefits, and Taxes d. _____

2. Teacher Aide Salaries, Benefits, and Taxes

Salaries a. _____
 Benefits b. _____
 Taxes c. _____
Total Teacher Aide Salaries, Benefits, and Taxes d. _____

3. Other Education Staff Salaries, Benefits, and Taxes

Salaries a. _____
 Benefits b. _____
 Taxes c. _____
Total Other Education Staff Salaries, Benefits, and Taxes d. _____

4. Supplies 4. _____

5. Staff Training 5. _____

6. Staff Travel 6. _____

7. Other Education Costs 7. _____

8. Total Education Costs (Enter total on Line 2c, Page 5) 8. _____

Service Data:

Total Days of In-house Educational Services	
Total Paid Teacher Hours	



TYC Cost Report for Residential Providers

Section VI. Medical Services

Cost Data:

1. RN Salaries, Benefits, and Taxes

Salaries.....	a.	_____	
Benefits.....	b.	_____	
Taxes.....	c.	_____	
Total RN Salaries, Benefits, and Taxes.....	d.	_____	

2. LVN Salaries, Benefits, and Taxes

Salaries.....	a.	_____	
Benefits.....	b.	_____	
Taxes.....	c.	_____	
Total LVN Salaries, Benefits, and Taxes.....	d.	_____	

3. Other Medical Staff Salaries, Benefits, and Taxes

Salaries.....	a.	_____	
Benefits.....	b.	_____	
Taxes.....	c.	_____	
Total Other Medical Staff Salaries, Benefits, and Taxes.....	d.	_____	

4. Medical Supplies.....	4.		1500
--------------------------	----	--	------

5. Over-the-counter medications.....	5.		
--------------------------------------	----	--	--

6. Other In-house (describe).....	6.		1200
-----------------------------------	----	--	------

7. Total In-house Medical Services.....	7.		2700
--	-----------	--	-------------

Approved for Release by NSA on 05-08-2014 pursuant to E.O. 13526



TYC Cost Report for Residential Providers

Section VII. Student Transportation

Cost Data:

- 1. Transportation Staff Salaries, Benefits, and Taxes**
 - Salaries..... a. _____
 - Benefits..... b. _____
 - Taxes..... c. _____
 - Total Transportation Staff Salaries, Benefits, and Taxes..... d. _____**
- 2. Transportation Equipment Rental/Lease 2. _____**
- 3. Transportation Equipment Insurance..... 3. 4000**
- 4. Transportation Equipment Depreciation..... 4. _____**
- 5. Gasoline, Oil, and Repairs..... 5. 7000**
- 6. Other 6. _____**
- 7. Total Student Transportation Expenses (Enter total on Line 2e., Page 5) 7. 11000**

Service Data:

Vehicle(s) Make/Model(s)	Miles Logged During Year
2003 Ford Econoline Wagon Van	19500



TYC Cost Report for Residential Providers

Section VIII. Administration

Direct Administration (on-site)

1. Direct Administrative Salaries, Benefits, and Taxes			
Salaries.....	a.	81640	
Benefits.....	b.		
Taxes.....	c.	6732	
Total Direct Administrative Salaries, Benefits, and Taxes.....	d.		88372
2. Supplies	2.		3500
3. Staff Training.....	3.		1500
4. Staff Travel.....	4.		2200
5. Other.....	5.		
6. Total Direct Administration Costs (Enter total on Line 2f., Page 5).....	6.		95572

Central Office Administration Costs (off-site)

7. Central Office Administrative Salaries, Benefits, and Taxes			
Salaries.....	a.		
Benefits.....	b.		
Taxes.....	c.		
Total Central Office Administrative Salaries, Benefits, and Taxes.....	d.		
8. Supplies	8.		
9. Staff Training.....	9.		
10. Staff Travel	10.		
11. Other.....	11.		
12. Total Central Office Administration Costs (Enter total on Line 2g., Page 5).....	12.		

Describe the method(s) used to allocate Central Office Administration Costs:



TYC Cost Report for Residential Providers

Section IX. Overhead

Cost Data:

1. Workers' Compensation Costs	1.	_____
2. Maintenance Staff Salaries, Benefits, and Taxes		
Salaries.....	a.	_____
Benefits.....	b.	_____
Taxes.....	c.	_____
Total Maintenance Staff Salaries, Benefits, and Taxes	d.	_____
3. Contract Maintenance Staff	3.	12000
4. Rental/Lease Costs (except vehicles)	4.	4200
5. Depreciation and Amortization Expense (except vehicles)	5.	_____
6. Liability and other Insurance (except vehicles)	6.	6000
7. Auditing Costs	7.	_____
8. Utilities and Telecommunications	8.	8183
9. Other Overhead Costs	9.	5500
10. Total Overhead Costs (Enter total on Line 2h., Page 5)	10.	35883

Service Data:

Activity	Square Footage	Number of Full Time Equivalents
Basic Care	1061	6
Treatment Services	339	0
Education		
Medical Services		
Student Transportation		
Administrative		



TYC Cost Report for Residential Providers

Section X. Donated Goods and Services

List below the estimated value of the donated goods or services received at the facility during the reporting period.

	<u>Estimated Value</u>
1. Food	1. _____
2. Clothing	2. _____
3. Supplies	3. _____
4. Vehicles	4. _____
5. Volunteer Workers (Number of hours _____)	5. _____
6. Other	6. _____
7. Total Value	7. _____



TYC Cost Report for Residential Providers

Section XI. Certification

The cost report certification must be signed by the individual legally responsible for the conduct of the Service Provider, such as the Owner, Partner, a Corporate Officer, an Association Officer, or a Governmental Official. The administrator/director is authorized to sign only if he/she holds one of these positions.

CERTIFICATION:

I certify by my signature below that I have read all the instructions and rules applicable to this cost report; that the information herein is, to the best of my knowledge, complete and accurate; that I have reviewed the information herein; and that I have full authority of the Service Provider to submit this cost report.

Byrd's Foster Group Home, Inc.
Name of Service Provider

Laverne Byrd
Printed Name of Signer

Executive Director
Title of Signer

Laverne Byrd
Signature of Signer

08/31/10
Date



2010 TYC COST REPORT FOR RESIDENTIAL PROVIDERS

INSTRUCTIONS

Overall Instructions:

Fill in every blank. If no costs were incurred, or there is no service data available, note "0" in the blank.

For programs with "outreach" functions, report only the residential revenues and costs.

Section I. General Information

Service Provider block: Fill in the name and address of the organization that actually has a contract with the Texas Youth Commission (TYC). Be sure to include the e-mail address and mailing address if different from the street address. If the name and/or address of the facility are different from the service provider name, indicate in facility name section.

Management Company block: Fill in the information only if an entity other than the Service Provider operates or manages the facility. Otherwise, leave blank.

Preparer block: Must be completed. Information should be reported in this area about the actual person who prepared the cost report.

Contact Person block: Must be completed. The contact person must be an employee of the Service Provider or management company, not an outside accountant/consultant.

Location of the records block: Used to prepare this report must be completed. The location information will be used in scheduling field audits.

Reporting Period block: Normally the reporting period dates are for the beginning and ending dates of the Service Provider's fiscal year. If service was provided for less than a full year, provide the actual service dates.

Item 3. Provide the type ownership information regarding the entity that has a contract/provider agreement with the TYC. Check one box only.

Item 4. Provide the type management information only if someone manages the facility other than the service provider. Check one box only. If no management company, check N/A.

Item 5. A related party as defined in the TYC contract 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.

Item 6. List your STATE OF TEXAS contracts by agency and type of program for all contracted juvenile services. If none, leave blank.

Item 7. Provide the AVERAGE Daily Population of TYC Youth *only*.

Item 8. Provide the AVERAGE Daily Population of all NON-TYC Youth.

Item 9. Provide the number of youth the facility is LICENSED to serve.

Item 10. Provide the number of youth the facility is equipped to serve.

If you are electronically submitting your report:

Item 11. Provide the revenue from TYC and the revenue from all other sources.

Section II. Revenue and Cost Summary

You do not complete this summary if you are electronically submitting the report. The computer program will prepare the summary.

If you are manually submitting the report:

Item 1a-c. Provide the revenue from TYC and the revenue from all other sources.

Item 2a-h. Transcribe the total from each section of the cost report. If there are no costs for a particular section, then enter -0-.

Section III. Basic Care

Cost Data:

Items 1-4. Report the salaries and wages for the child care workers, caseworkers, food service staff, and other basic care staff. Also report the benefits paid for each of the above. Benefits include such things as insurance, employer's portion of retirement, etc. Taxes are the employer's portion of any payroll taxes. (For donated services, see Section X [Page 15 of the 2000 Cost Report form])

Item 5. Report the total food purchases for the period. Report USDA School Lunch Program revenue actually received during the period. (For donated services, see Section X [Page 15 of the 2000 Cost Report form])

Items 6-11. Report on the expenditures that go directly for the use or benefit of the youth in your care. (For donated services, see Section X [Page 15 of the 2000 Cost Report form])

Item 12. Provide any other costs not previously identified in this section.

If you are manually submitting the report:

Item 13. This is the total of items 1 through 12 of this section. This amount should be transcribed to Page 5, Section II. Revenue and Cost Summary, Line 2a.

Service Data:

Report the actual number of hours PAID during the period for the listed positions. The meals served section is the AVERAGE number of meals served per MONTH. For example, take the total number of meals served during the reporting period divided by the number of months in the reporting period. Do not count snacks as meals.

Section IV. Treatment Services

Cost Data:

Items 1-5. Report the expenditures for treatment services by each category, either contracted or on staff. If employed, include salaries, benefits, and taxes. Do NOT include caseworkers or psychiatrists in this section.

If you are manually submitting the report:

Item 6. This is the total of items 1 through 5 of this section. This amount should be transcribed to Page 5, Section II. Revenue and Cost Summary, Line 2b.

Service Data:

Report hours paid for individual counseling, group counseling and other activities (such as assessment, paperwork, etc.) by category. For group counseling, do not multiply the hours times participants.

Section V. Education

Cost Data:

Items 1-3. Report the salaries and wages for teachers, teacher aides, and other education staff. Also report the benefits paid for each of the above. Benefits include such things as employer's portion of insurance, retirement accounts, etc. Taxes are the employer's portion of all payroll taxes.

Items 4-6. Report on the expenditures that go directly for education.

Item 7. Provide any other education costs not previously identified in this section.

If you are manually submitting the report:

Item 8. This is the total of items 1 through 7 of this section. This amount should be transcribed to Page 5, Section II. Revenue and Cost Summary, Line 2c.

Service Data:

Provide the total days of in-house educational services.

In-house educational services are defined as days paid by the Service Provider, not the local ISD. For example, if the local ISD pays for 180 days of school and the Service Provider pays for summer school, the summer school days are the in-house days.

To calculate the number of days of in-house educational services, add the number of days attended by each youth. For example if the facility had 10 youth and 8 youth attended 180 days, 1 youth attended 160 days, and 1 youth attended 75 days the total would be 1,675 days.

8 youth x 180 days =	1,440 days
1 youth x 160 days =	160 days
1 youth x 75 days =	<u>75 days</u>
Total	1,675 days

Provide the total number of paid teacher hours for in-house educational services. Do not multiply the number of teacher hours times the number of students.

Section VI. Medical Services

This first part of Section VI is for In-house Medical Services

Cost Data:

Items 1-3. Report the salaries and wages for the Registered Nurses, Licensed Vocational Nurses, and other medical staff. Also report the benefits paid for each of the above. Benefits include such things as insurance, employer's portion of retirement, etc. Taxes are the employer's portion of any payroll taxes.

Item 4. Report the cost of medical supplies, which includes such expenditures as Band-Aids, splints, gauze, etc. for use for youth. Include in this item costs for non-depreciable general medical equipment, i.e., blood pressure kits.

Item 5. Report the cost of over-the-counter medication, which includes expenditures for aspirin, cough drops, etc., used for youth.

Item 6. Provide any other in-house medical costs not previously identified in this section.

If you are manually submitting the report:

Item 7. This is the total of items 1 through 6 of the in-house part of this section.

The second part of Section VI is for Contracted Medical Services

Item 8. Provide the cost for Psychiatrist's services.

Item 9. Provide any other contracted medical costs not previously identified in this section.

If you are manually submitting the report:

Item 10. This is the total of items 7 through 9 of this section. This amount should be transcribed to Page 5, Section II. Revenue and Cost Summary, Line 2d.

Service Data:

This block should include the total number of routine IN-HOUSE sick calls. If a provider does not have organized sick call procedures, complete the block with 0. If service provider has an organized sick call procedure wherein youth sign up or line up for a routine nurse visit, these data are relevant.

This block also includes the number of OFF-SITE Medical and Dental Appointments. Off-site medical appointments refer to the number of youth who had off-site appointments, for example two youth on one trip to the doctor is counted as two.

The block further includes the number of PAID Registered Nurse hours for the period, number of PAID Licensed Vocational Nurse hours for the period, and the total PAID Psychiatrist hours for the period.

Section VII. Student Transportation

Cost Data:

Item 1. Report the salaries and wages for the staff whose *primary duty* is for the transportation of youth. Also report the benefits paid for each of the above. Benefits include such things as insurance, employer's portion of retirement, etc. Taxes are the employer's portion of any payroll taxes.

Item 2. Report the rental or lease of cars, vans, or pickups used primarily for the transportation of youth.

Item 3. Report insurance expenditures for vehicle(s) used *primarily* for the transportation of youth that are owned by the Service Provider or management company.

Item 4. Report the depreciation expense for vehicles used *primarily* for the transportation of youth that are owned by the service provider.

Item 5. Report the gas, oil, and vehicle repairs for the facility vehicles whether leased or owned and used *primarily* for the transportation of youth.

Item 6. Provide any other transportation costs not previously identified in this section.

If you are manually submitting the report:

Item 7. This is the total of items 1 through 6 of this section. This amount should be transcribed to Page 5, Section II. Revenue and Cost Summary, Line 2e.

Service Data:

Report the total miles logged during the period for each vehicle owned or leased by the Service Provider used *primarily* for the transportation of youth. Do not multiply miles logged by number of youth, use actual miles.

Section VIII. Administration

The first part of Section VIII is for Direct Administration (on-site).

Item 1. Report the salaries and wages for the on-site administrative and other support staff. Also report the benefits paid for each of the above. Benefits include such things as insurance, employer's portion of retirement, etc. Taxes are the employer's portion of any payroll taxes.

Item 2. This item is to include consumable supplies that are NOT for direct care activities, e.g., office supplies, non-depreciable office furniture and equipment.

Item 3. Provide staff training costs for non-direct care activities, e.g., computer training, accounting training.

Item 4. Provide staff travel costs for non-direct care activities that either directly or indirectly benefit the youth in the facility, e.g., training, conferences, seminars.

Item 5. Provide any other Direct Administration (on-site) costs not previously identified in this section.

If you are manually submitting the report:

Item 6. This is the total of items 1 through 5 of the first half of this section. This amount should be transcribed to Page 5, Section II. Revenue and Cost Summary, Line 2f.

The second part of Section VIII is for Central Office Administration (off-site). Any service provider who allocates central office costs to the program must complete this section.

Item 7. Report the allocated salaries and wages for the off-site administrative and other support staff. Also report the allocated benefits paid for each of the above. Benefits include such things as insurance, employer's portion of retirement, etc. Allocated taxes are the employer's portion of any payroll taxes. If a provider with a Central Office is charged a lump sum, that should be entered in the "other" category. All providers reporting *Central Office Administrative Costs (off-site)* should describe the method(s) used to allocate these costs in the space after Item 12.

Item 8. Report allocated supplies on this line.

Item 9. Report allocated staff training costs.

Item 10. Report allocated travel, seminar, and conference costs in this item.

Item 11. Provide any other allocated costs not previously identified in this section.

If you are manually submitting the report:

Item 12. This is the total of items 7 through 11 of this section. This amount should be transcribed to Page 5, Section II. Revenue and Cost Summary, Line 2g.

For all providers reporting *Central Office Administrative Costs (off-site)*, describe the method(s) used to allocate these costs.

Section IX. Overhead

Cost Data:

Item 1. Report the actual cost of the premium for Worker's Compensation.

Item 2. Report the salaries and wages for the maintenance staff. Also report the benefits paid for each of the above. Benefits include such things as insurance, employer's portion of retirement, etc. Taxes are the employer's portion of any payroll taxes.

Item 3. Report the cost for any contracted maintenance staff for the facility.

Item 4. Report the cost for all rental/lease costs for buildings and equipment, except vehicles.

Item 5. Report all depreciation and amortization expenses for buildings and capital equipment, except vehicles.

Item 6. Report the costs for liability and building insurance, excluding vehicle insurance.

Item 7. Report the costs incurred for required outside auditing.

Item 8. Report the costs for utilities (electricity, natural gas, and water) and telecommunications (basic phone, long distance, and Internet expense).

Item 9. Provide any other overhead costs not previously identified in this section.

If you are manually submitting the report:

Item 10. This is the total of items 1 through 9 of this section. This amount should be transcribed to Page 5, Section II. Revenue and Cost Summary, Line 2h.

Service Data:

List the square footage assigned to each of the listed departments. Also, list the total number of full-time equivalent positions assigned to each of the departments. A full-time equivalent (FTE) is the total hours paid for all employees of each area, divided by 2,080. The total 2,080 is the equivalent of 40 hours per week times 52 weeks, inclusive of sick time, vacation, and other paid absences. If the reporting period is not for a full year, the formula would need to be modified.

Section X. Donated Goods and Services

Estimate the value of the donated goods or services received at your facility during the reporting period.

Section XI. Certification

This form must be submitted by all service providers.

- If you are manually submitting your report, the signed certification form will be part of the completed 2010 Cost Report that you send to TYC.
- If you are electronically submitting your report, print the Certification Section, get the appropriate signature, and send to TYC.

The signer should be an individual who has the authority to obligate the Service Provider contractually. The signer does not have to be the preparer, if preparer's position is not legally responsible for Service Provider's contract.



**TEXAS
YOUTH
COMMISSION**
TYC 2010 COST REPORT
FOR RESIDENTIAL PROVIDERS

COST REPORT RULES AND PROCEDURES

How will the service provider receive a cost report?

- The Texas Youth Commission Contracts Department 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.

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 Suzi Rowan, Contracts Department, 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.
- The Contracts Manager may grant an extension for a maximum of thirty days. The Contracts Manager, or his assistant 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 or assistance is provided?

- The Texas Youth Commission will provide classroom training as necessary. Training sessions will always be scheduled for years when there are substantial changes in the reporting process.
- The preparer of the cost report can contact Suzi Rowan, Administrative Assistant, Contracts Department at 512-424-6094 or e-mail suzi.rowan@tyc.state.tx.us to get questions answered or receive assistance.

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 Contracts Department will log and track the receipt of all cost reports. The Division Director of the Contracts Department will be notified of delinquent service providers to be put on probationary status.
- The Director of the Contracts Department or Contracts Manager will determine the appropriate sanction to be imposed on the service provider.
- The TYC Division Director of the Contract Department 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 Division Director 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 Contracts 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.

Tab 10

Amendments to solicitation #694-0-0852

AMENDMENT OF SOLICITATION

1. SOLICITATION NO. THERAPEUTIC RFP # 694-0-0852	2. AMENDMENT NO. A-001	3. EFFECTIVE DATE June 30, 2010
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4. ISSUED BY
 Texas Youth Commission
 Central Office Building
 Contracts Group – Barbara Kelley, Contract Specialist III
 4900 North Lamar
 Austin, Texas 78751

5. NAME AND ADDRESS OF CONTRACTOR
 Byrd's Foster Group Home, Inc
 5708 Hardy St
 Houston, TX 77009

6. The above numbered solicitation is amended as set forth in Item 7. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 5 and 8, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

7. DESCRIPTION OF AMENDMENT
The comments listed below revise and modify RFP # 694-0-0852. Acknowledgement of receipt of this amendment should be indicated by enclosing a copy of the Amendment with your proposal.

1. Page 12 of 87, VIII. STATEMENT OF WORK, PROGRAM REQUIREMENTS AND NARRATIVE, H. Health Care, Delete item #1 and Item # 9 in their entirety.

2. Page 12 of 87, VIII. STATEMENT OF WORK, PROGRAM REQUIREMENTS AND NARRATIVE, H. Health Care,

Insert the following Item #1 and Item #9:

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 TYC 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.

Laverne Byrd, Executive Director
 8a. NAME AND TITLE OF SIGNER (Type or Print)

8b. OFFEROR

 (Signature of Person Authorized to Sign) 07/23/10
Date Signed

AMENDMENT OF SOLICITATION

1. SOLICITATION NO.
THERAPEUTIC
RFP # 694-0-0852

2. AMENDMENT NO.
A-002

3. EFFECTIVE DATE
July 13, 2010

4. ISSUED BY

Texas Youth Commission
Central Office Building
Contracts Group – Barbara Kelley, Contract Specialist III-
4900 North Lamar
Austin, Texas 78751

5. NAME AND ADDRESS OF CONTRACTOR

Byrd's Foster Group Home, Inc.
5708 Hardy St
Houston, TX 77009

6. The above numbered solicitation is amended as set forth in Item 7. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 5 and 8, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

7. DESCRIPTION OF AMENDMENT

Respondents are specifically cautioned against relying on any oral information.

The comments listed below revise and modify RFP # 694-0-0852. Acknowledgement of receipt of this amendment should be indicated by enclosing a copy of the Amendment with your proposal.

Laverne Byrd, Executive Director

8a. NAME AND TITLE OF SIGNER (Type or Print)

8b. OFFEROR

L Byrd
(Signature of Person Authorized to Sign)

07/23/10
Date Signed

1. QUESTION

One requirement is to be ACA accredited, is this necessary for foster group homes?

1. RESPONSE

No; not at this time. Please see page 9 of 87, Section B. License or Certification, #2 of RFP # 694-0-0852 which states the following: "Describe any ACA accreditation or plans to become ACA accredited. Respondents should also describe a willingness to become ACA accredited, should TYC request such accreditation. See Exhibit I of the RFP"

2. QUESTION

One requirement is to have written statements from state and local officials and the community that they have been notified and support the TYC Program within TFL. Since our foster homes are spread out throughout Texas, which state and local officials would this apply to?

2. RESPONSE

TYC as an agency of the state must ensure compliance with Local Government Code, Chapter 244. However; LGC 244 does not apply to foster homes or individual group homes because these facilities are not operating primarily as correctional or rehabilitation facilities as defined in LGC 244.001. These facilities are contracted with TYC to provide housing for youth who do not have authorized housing available to them upon their release from TYC.

3. QUESTION

In section J, 2 Nutrition do these apply to foster group homes?

- b. Have menus certified annually by a registered dietitian.
- e. Certified Food Service Manager for a group living
- h. Site must have two health department inspections during the school year, or as required by NSLP/SBP
- l. Site must serve portions of food as indicated on their menus, and that record of any substitutions must be kept on file for three years.
- m. Food production records must be completed for each meal and snack
- o. Describe the system for meal quality evaluation by the registered dietitian or designated administrative staff.

3. RESPONSE

AMENDMENT A-003 WILL BE ISSUED SHORTLY TO RESPOND TO QUESTION 3.

4. QUESTION

We have been told that the TYC is looking to attract providers . Given the licensing requirements, how can new providers adhere to the set timeline?

4. RESPONSE

The timelines that have been established are for the Texas Youth Commission. TYC will accept proposals from respondents who have begun the licensing or certification process. TYC will not make an award to the respondent until the Respondent is licensed or certifications.

5. QUESTION

Is the TYC looking to bring in agencies from other states, or currently established agencies in Texas?

5. RESPONSE

TYC has issued a statewide procurement that is open to everyone.

6. QUESTION

Can out of state agencies begin the licensing process prior to opening programs? If so, how?

6. RESPONSE

It is imperative the respondent begin the licensing process prior to opening programs. It is incumbent upon the respondent to contact the Texas Department of State Health Services (DSHS), Texas Department of Family and Protective Services (DFPS), and Texas Juvenile Probation Commission (JPC) and determine the licensing requirements and process.

7. QUESTION

Will the TYC be issuing new contracts or only reissuing current provider contracts?

7. RESPONSE

TYC anticipates issuing new contracts to licensed providers who have responded to RFP # 694-0-0852 and met all established requirements.

8. QUESTION

If the TYC will allow new agencies, would an implementation time suffice as a timeline instead of having concrete plans?

8. RESPONSE

The respondent can submit a timeline instead of concrete plans.

9. QUESTION

How do the requirements fit the timeline – would there be a different timeline for new providers? Would this RFP be extended (time wise) for outside agencies, or would a new RFP be issued the following year?

9. RESPONSE

In response to this RFP, the respondent should submit their proposal outlining their programs with a timeline as to how the respondent intends to become licensed or certified and when the respondent would be ready to commence providing services.

10. QUESTION

What is the philosophy the TYC would like to have for this RFP – Will it be treatment or correctional/containment based?

10. RESPONSE

TYC is seeking to provide a safe environment for youth requiring out-of-home residential care. The Contractor will provide a safe and productive environment that retains youth at the program until their planned discharges. Additionally, for treatment services requirement, see page 14 of 87 Section K Treatment Services.

11. QUESTION

Will the TYC allow and/or looking for a MTFC program with a Group Home safety net?

11. RESPONSE

Yes, we will review your proposal provided it is licensed or certified.

12. QUESTION

Would other accreditations suffice until the proper Texas certifications were obtained?

12. RESPONSE

The respondent should describe all accreditations currently held with their proposal. The respondent should describe any ACA accreditation or plans to become ACA accredited. The respondents should also describe a willingness to become ACA accredited, should TYC request such accreditation. See Exhibit I of the RFP”

13. QUESTION

Sex Offender – Do they have to register as Sex Offenders? AND when?

13. RESPONSE

Some youth may be required to register as sex offenders and this information, to include timelines for registration, will be included in referral packets.

14. QUESTION

When will TYC post another RFP for residential group homes or foster care homes?

14. RESPONSE

RFP # 694-0-0852 Residential Therapeutic Group Home and Foster Care Programs for Male and Female Juvenile Offenders has been written for a service period through August 31, 2011 with a stipulation to renew for four additional twelve month contract periods contingent on satisfactory contract performance, annual legislative appropriations, and mutual agreement of both parties. The needs of TYC youth will be reassessed at the conclusion of the contracting period for existing providers and if the needs still exists for group home and foster care services, TYC may post another RFP for these services at that time.

15. QUESTION

What is the maximum number of residents per room?

15. RESPONSE

The maximum number of residents per room will be based on the provider's licensing requirements/standards.

16. QUESTION

Is there a page limit?

16. RESPONSE

TYC has not established a page limit.

17. QUESTION

Can 1 proposal be submitted for all regions, or are 3 required?

17. RESPONSE

One proposal can be submitted for various locations.

18. QUESTION

Are the adobe files locked and can they be provided on word/documents?

18. RESPONSE

The adobe files are locked and can not be provided on word documents.

19. QUESTION

Do we have to submit a HUB sheet for each home?

19. RESPONSE

No; foster families do not fit the definition of sub-contractor.

20. QUESTION

What is the total bed capacity desired by TYC?

20. RESPONSE

The RFP specifies on page 2 of 88 that TYC is issuing RFP # 694-0-0852 to contract for non-secure residential therapeutic foster care programs **for up to 25 male and female offenders, age 10-19**. A respondent may propose any number of beds from 1 – 25.

21. QUESTION

What percentage are male and what percentage are females?

21. RESPONSE

The majority of the TYC population is male. However; populations fluctuate greatly and specific percentage numbers can not be assigned as to what percentage of male and female would be referred to a foster home or group home.

22. QUESTION

What is the difference between Type A and Type B violent offenders?

22. RESPONSE

Level of violence perpetrated and risk score assigned to youth; Type A youth are assessed as more violent than a Type B offender. TYC no longer assigns these titles to youth. Current risk assignment used for youth is High, Moderate and Low.

23. QUESTION

I believe the 1/12 ratio mentioned for Direct Care in the RFP should be 1 on 8.

23. RESPONSE

The minimum standard for staff to youth ratio will be 1:12; however, the service provider can choose to have a higher standard and this should be included in their proposal.

24. QUESTION

What percentage are sex offenders?

24. RESPONSE

TYC currently has 275 youth in need of sex offender treatment/education services.

25. QUESTION

What percentage are 10-12 years of age, 12-14, 14-16, and 16-18?

25. RESPONSE

Age 10-12 = 8

Age 13-14 = 107

Age 15-16 = 1017

Above 16 = 2205

26. QUESTION -

In the education services, it requests to describe the annual school schedule, including the number of instructional days, etc. This question appears to be related to RTCs using charter schools. Is this applicable for foster homes? Would listing the school district that our foster parent lives in suffice? All of our foster children attend public schools.

26. RESPONSE

YES, All of our foster children will attend public schools.

27. QUESTION

Where should requested attachments be placed in the proposal? For example, Tab 3 requires the vendor's most recent Audited Financial Statement and Tab 7 requires resumes of key personnel. Should these documents be placed in between the narrative in the order in which they are requested within the appropriate tab, or at the end of the appropriate tab, or should all attachments be placed together in a separate Attachments Tab? Is there a particular numbering/labeling system that should be used for attachments?

27. RESPONSE

Attachments may be placed under the tab or in a separate Attachments Tab. There is no particular numbering/labeling system that should be used for attachments.

28. QUESTION

The descriptions on pages 7-15 of the required components of the Tabs outlined on pages 5-7 of the RFP don't completely match up. For example, letters A, B/C, D, and F of Tab 7, *Program Implementation and Commencement of Services* (p. 6 of RFP) are described in Section VII., *Program Implementation and Commencement of Services* (p. 9 of RFP) - but letters E. (Resumes of key personnel), G. (Staff Training), and H. (Licenses) are not mentioned in Section VII. Please confirm that we should follow the Tab outlines on p. 5 - 7 of the RFP (vs. the descriptions of the same sections on p. 7-15 of the RFP). If so, should providers use their best judgment about what to include where descriptions aren't included? Should additional sections be added for those instances where a section is listed in the roman numeral section description on p. 7-15 but not on the list of Tab components on p. 5-7 (for example, Sections J. and K. on p. 8 of Section V., *Respondent History, Experience, Credentials and Requirements* do not appear on the list of Items to include in Tab 5 (on p. 6 of the RFP).

28. RESPONSE

Proposals should be submitted in accordance with page 5 of 87, SECTION III. PROPOSAL REQUIREMENTS AND FORMAT. Additionally, respondents must provide all required information as identified in each section. Proposals may include additional sections to submit required documentation.

29. QUESTION

Should page numbers start over for each tab (for example Tab 2, Page 1) or be numbered consecutively throughout all of the tabs?

29. RESPONSE

Page numbers may start over for each tab or be numbered consecutively throughout the proposal.

30. QUESTION

Where should the Execution of Offer form (p. 20 of RFP) be placed within the proposal package?

30. RESPONSE

The Execution of Offer may be placed at the front of your proposal or under a tab labeled Execution of Offer.

31. QUESTION

Where should the signed amendment(s) be placed within the proposal package?

31. RESPONSE

Amendments may be placed at the front of your proposal or under a tab labeled amendments.

32. QUESTION

Is this RFP part of a re-bid process? In other words, are current providers/contractors of TYC required to submit a response to this RFP to renew their current contracts?

32. RESPONSE

Yes, this RFP is part of a re-bid process as TYC utilizes these types of services and current providers/contractors of TYC **are required** to submit a response to this RFP.

33. QUESTION

Can TYC provide the RFP in Word (vs. .PDF) format so that forms may be filled out electronically?

33. RESPONSE

No, TYC can not provide the RFP in Word.

34. QUESTION

Are Exhibits E-J provided for provider reference and are not intended to be returned in the proposal?

34. RESPONSE

Exhibits E-J are not to be returned with your proposal.

35. QUESTION

Do foster care providers need to provide floor plans and site descriptions for all foster homes, or does this apply only to facility-based programs?

35. RESPONSE

This applies only to facility based group homes

36. QUESTION

What section/tab of the proposal should the Local Government Code (p. 16 of the RFP) be addressed in? Must this part still be included in proposals that are non-facility-based (foster care), where this requirement does not apply?

36. RESPONSE

Local Government Code 244 should be addressed behind Tab 6 – Site and Facility Specifications. TYC as an agency of the state must ensure compliance with Local Government Code, Chapter 244. However; LGC 244 does not apply to foster homes or individual group homes because these facilities are not operating primarily as correctional or rehabilitation facilities as defined in LGC 244.001. These facilities are contracted with TYC to provide housing for youth who do not have authorized housing available to them upon their release from TYC.

37. QUESTION

The description of the requirements for Tab 5, *Respondent History, Experience, Credentials and Requirements* on p. 7 & 8 of the RFP list J. Historically Underutilized Business. However, there is a separate Tab 4 regarding HUB. Can the HUB information described on p. 8 (related to Tab 5, *Respondent History, Experience, Credentials and Requirements*) be presented in Tab 4, *HUB Information and HUB Subcontracting Plan* instead, or must it be presented in both Tabs (4 & 5)?

37. RESPONSE

No, Tab 5 – item J – refers to the service providers Affirmative Action Policy. The service provider should describe any existing affirmative action policy or plan. If such a plan is not available, provide a statement that the respondent will not discriminate against any employee or person seeking employment because of race, religion, sex, color, national origin or non-job-related disability.

Tab 4 – refers to the required Historically Underutilized Business information and the service provider must state whether it is a Texas Certified Historically Underutilized Business and the Service Provider must state its willingness to submit monthly compliance reports regarding its Hub Subcontracting Plan. A Historically Underutilized Business Subcontracting Plan must be submitted or the respondents proposal will be rejected.

BYRD'S FOSTER GROUP HOME, INC.
"PEOPLE HELPING YOUTH HELP THEMSELVES"

Exceptions to RFP

Byrd's Foster Group Home, Inc. is not taking any Exceptions to the RFP.