

# Item 12



## Travis County Commissioners Court Agenda Request

**Meeting Date:** July 2, 2013

**Prepared By/Phone Number:** David Walch 46663; Marvin Brice 49765

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Ratify and Approve Contract No. 4400001463, University of Texas – Health Behavior Research and Training Institute (HBRT) for Motivational Interviewing Training and Coaching Services.**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

This contract is for the provision of onsite Motivational Interviewing Training and Coaching Services. These services will incorporate an initial and follow-up group training session combined with one-on-one coaching and on-going training for individual practitioners, as detailed in the Scope of Services of the contract.

This training will be funded by Grant No. 800258, Trauma Informed Assessment. At the time this agreement was being developed and reviewed Travis County had key staff on annual leave resulting in delays reviewing this document and in responding to revisions as requested by the vendor. To meet the requirements of the grant the training began June 10<sup>th</sup>. Therefore it is requested that the Court ratify and approve this contract effective June 1, 2013.

Section 4.8 of the contract states: Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

- **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract/requirement.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

➤ **Contract-Related Information:**

Award Amount: As-Needed Contract  
Contract Type: Professional Services Agreement  
Contract Period: June 1, 2013 – September 30, 2013  
(auto-renewal)

➤ **Funding Information:**

- SAP Shopping Cart #:
- Funding Account(s): Grant No. 800258 Trauma Informed Assessment, GL No. 512020
- Comments:



## TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704  
Phone: (512)854-7000 Fax: (512)854-7097

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

**TO:** Cyd Grimes  
Purchasing Agent

**FROM:** Estela P. Medina  
Estela P. Medina  
Chief Juvenile Probation Officer

**RE:** Requests for a Motivational Interviewing Training and Coaching contract with the University of Texas at Austin-Health Behavior Research and Training Institute (HBRT)

**DATE:** April 29, 2013

The Travis County Juvenile Probation Department is requesting the University of Texas-Health Behavior Research and Training Institute (HBRT) to provide onsite Motivational Interviewing Training and Coaching. This will incorporate an initial and follow-up group training session combined with the one-on-one coaching and on-going training for individual practitioners. The proposal includes an initial program of 120 trainees with future available trainings.

We request that the Purchasing Office proceed with the procurement for a contract with the University of Texas at Austin HBRT.

Funding for this project is as follows:

**Internal Order: (new IO will need to be requested).**  
**Grant# 800258 Trauma Informed Assessment**  
**GL#: 512020**

If you need additional project related information in order to proceed, please do not hesitate to contact Michael Williams 854-7011.

**ATTACHMENTS:**  
Supporting documents

**XC:** Marvin Brice, CPPB, Assistant Purchasing Agent  
David Walch, Purchasing Agent Assistant  
Darryl Beatty, Deputy Chief, TCJPD  
Sylvia Mendoza, Financial Manager, TCJPD

# Health Behavior Research and Training Institute (HBRT)

## Motivational Interviewing Training and Coaching

### *Training and Coaching Model*

The University of Texas at Austin HBRT Institute's Training and Coaching Model incorporates an initial and follow-up group training session (provided by HBRT), combined with one-on-one coaching and on-going training for individual practitioners (provided by independent HBRT-affiliated coaching consultants).

### **I. HBRT TRAINING SERVICES**

Under this agreement, the HBRT Institute will provide Motivational Interviewing (MI) training for juvenile probation staff trainees via three separate training cohorts (up to 40 trainees per cohort; maximum of 120 trainees). Each training cohort consists of the following:

1. Two days of initial MI training for juvenile probation staff trainees (up to 40 trainees per cohort).
2. Four months after the initial MI training, the HBRT Institute will provide 1.5 days follow-up training to assess progress and provide advanced MI training.
3. MI Training manuals for each trainee.
4. Periodic conference calls (during the project period) with independent coaches for purposes of tracking/oversight.

### Costs for Training Services

<i>Training Activities</i>	<i>Unit Cost</i>
<ul style="list-style-type: none"> <li>• Initial 2.0 day training session and introduction to MI <i>(maximum three cohorts; up to 40 participants per training cohort)</i></li> </ul>	\$8,000 per training cohort
<ul style="list-style-type: none"> <li>• Follow-up 1.5 day training session to assess progress and provide advanced MI training skills. <i>(maximum three cohorts; up to 40 participants per training cohort)</i></li> </ul>	\$6,000 per training cohort
<ul style="list-style-type: none"> <li>• MI training manuals for each trainee <i>(up to 40 participants per training cohort)</i></li> </ul>	\$25 per trainee
<ul style="list-style-type: none"> <li>• HBRT conference call(s) with independent coaching consultants <i>(as needed basis – estimated @ 1-2 calls per session cohort)</i></li> </ul>	\$150 per conference call
Other Costs Web services, materials & supplies, administrative support	15% of invoiced charges

### **HBRT TRAINING SERVICES:**

**Maximum costs per training cohort (up to 40 participants per cohort): \$17,595**

*Maximum costs for three training cohorts (up to 120 participants): \$52,785*

## II. COACHING SERVICES

The HBRT Institute collaborates with a highly specialized pool of independent consulting MI coaches who have unique coaching expertise and a proven record of relevant MI coaching experience. The coaches are members of the Motivational Interviewing Network of Trainers (MINT), well-respected in their field, and have experience working with the HBRT training infrastructure and our web-based communication network for coaching review and feedback.

The HBRT-affiliated coaches will provide one-on-one coaching for 10 staff selected by the Travis County Juvenile Probation Department to participate in MI training and coaching. Over a three-month period following the initial 2.0 day MI training session, each trainee will receive monthly coaching support including:

- 1 taped review via web per month with scoring and feedback preparation
- 1 coaching and feedback session per month
- Loan of digital recorder for duration of coaching sessions.

Coaches are responsible for working with each individual trainee to arrange a mutually acceptable schedule for coaching sessions. The fee for Coaching Services for the 10-staff cohort will be billed at a flat rate of \$690 per trainee (cost basis: \$230 per month x 3 months), for a maximum of \$6,900 (10 staff). The per-trainee flat fee of \$690 will apply for each trainee who agrees to participate in the coaching sessions, regardless of sessions that the trainee misses or does not complete.

The independent consulting coaches will convene as a group with the HBRT team (Drs. Velasquez and Stephens) on a periodic conference call (30-45 minutes), as needed, for general oversight and progress tracking.

### **COACHING SERVICES:**

**Flat Fee per Trainee:** \$690

*Maximum costs for 10 trainees:* \$6,900

**PROFESSIONAL SERVICES  
AGREEMENT/CONTRACT**

BETWEEN

**TRAVIS COUNTY**

AND

**UNIVERSITY OF TEXAS – HEALTH BEHAVIOR RESEARCH AND  
TRAINING INSTITUTE (HBRT)**

FOR

**MOTIVATIONAL INTERVIEWING TRAINING AND COACHING**

**CONTRACT NO. 4400001463**



**Travis County Purchasing Office**

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TRAVIS COUNTY  
2013 JUN 14 AM 11:29  
PURCHASING  
OFFICE

STATE OF TEXAS       §  
                                   §  
 COUNTY OF TRAVIS    §

**PROFESSIONAL SERVICES AGREEMENT  
 FOR MOTIVATIONAL INTERVIEWING TRAINING AND COACHING SERVICES**

**This Agreement** is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and the University of Texas at Austin-Health Behavior Research and Training Institute (HBRT). (the "CONTRACTOR").

**WHEREAS**, COUNTY desires to obtain Motivational Interviewing Training and Coaching Services for the Juvenile Probation Department, and;

**WHEREAS**, CONTRACTOR has the professional ability and expertise to provide such services;

**NOW, THEREFORE**, COUNTY and CONTRACTOR agree as follows:

**1.0    DEFINITIONS**

In this Agreement,

- 1.1    "Commissioners Court" means the Travis County Commissioners Court.
- 1.2    "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes, or successor.
- 1.3    "County Auditor" means Travis County Auditor Nicky Riley, or successor.
- 1.4    "Parties" mean Travis County and the University of Austin-HBRT, Inc.
- 1.5    "Is doing business" and "has done business" mean:
  - 1.5.1    Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal equitable; or
  - 1.5.2    Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;
  - 1.5.3    **but does not include**
    - 1.5.3.1    any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
    - 1.5.3.2    any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and



1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

- 1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.
- 1.7 ""Director" means the Chief Juvenile Probation Officer of Travis County, who will administer this Agreement, or his/her designated representative.
- 1.8 "Client" means a juvenile under the supervision of the Juvenile Probation Department who is referred to CONTRACTOR for services.

## 2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall begin June 1, 2013 and shall continue until September 30, 2013.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

## 3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and her best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the duties that it has accepted as part of this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.7 Contractor Requests for Information. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the Director and may rely on all factual information supplied by the Director in response to his requests. However, the Director shall not serve as the agent of COUNTY or Commissioners Court or any elected official of COUNTY for any other purpose than conveying factual information.

3.8 Professional Licensure/Certification. CONTRACTOR shall maintain all necessary licenses and certifications related to the professional services being provided hereunder, and shall perform all services under this Agreement according to the applicable federal, state, and local rules and regulations. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

3.9 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent professional in Travis County, Texas would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

3.10 Duty to Report. CONTRACTOR shall ensure that suspected or alleged cases of child abuse or exploitation or neglect of clients served under this Agreement are immediately reported to the Director and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees, interns, volunteers, subcontractors, agents, and consultants are properly trained in the reporting requirements and procedures of chapter 261 of the Texas Family Code.

3.11 Duty to Disclose Information. CONTRACTOR has an affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail all of the following information to Director:

3.11.1 Any and all licensure complaints and any corrective action required by any of CONTRACTOR'S licensing authorities or funding entities.

3.11.2 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR.

3.11.3 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where CONTRACTOR was the alleged or designated perpetrator.

3.12 CONTRACTOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant or payment under Section 231.006 of the Texas Family Code and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

#### 4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance of the services described in Attachment A, Scope of Services, by CONTRACTOR pursuant to the terms of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Cost for Training Services incorporated into the Scope of Services which is attached hereto as Attachment A and made a part hereof.

4.1.1 Not to exceed amount: Not applicable -- As needed basis contract

4.1.2 Additional Fees: Not applicable

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the Travis County Juvenile Probation Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code

4.4 Invoicing. Within ten days after the completion of each training, CONTRACTOR shall invoice County for services rendered pursuant to this Contract. Each invoice shall include the following information:

4.4.1 the contract Reference Number;

4.4.2 an invoice number and invoice date,

4.4.3 the designation of the training as Motivational Interviewing or Coaching Services

4.4.5 the total number who completed the training with the per person training rate and the corresponding total amount billed

4.4.6 the total training cost being requested for payment

In addition to the invoice, CONTRACTOR shall attach a training roster as supporting documentation that lists the name of each youth served along with the following information corresponding with each youth named and dates of his/her participation.

Invoices may be e-mailed to: JUV-Finance-Vendors@co.travis.tx.us,  
or original invoices may be sent to:

Financial Services  
2515 South Congress Ave  
Austin, Texas 78704

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Agreement funds are payable.

4.7 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.8 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

4.9 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR twenty (20) days written notice that this Contract is terminated due to the failure to fund it.

4.10 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any clients to CONTRACTOR for services under this Contract and this Contract shall not be so construed.

## 5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this

Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

## 6.0 AMENDMENTS/MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Director with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

## 7.0 MISCELLANEOUS:

7.1 Copyrights, Patents and Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.2 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being

notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.3 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

#### 7.4 Non-Waiver of Default

7.4.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.4.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.5 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement.

#### 7.6 Entire Agreement

7.6.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.6.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

7.6.2.1 Attachment A – Scope of Services

#### 7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M., CPPO (or her successor)  
Travis County Purchasing Agent  
P. O. Box 1748  
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Estela Medina (or her successor)  
Chief Juvenile Probation Officer  
Travis County Juvenile Probation Department  
P.O. Box 1748  
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

University of Texas at Austin  
Health Behavior Research and Training Institute  
1925 San Jacinto Blvd  
Austin, Texas 78712

7.8.4 Change of Address. Each party may change the address for providing notice by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.9 Authority of the DIRECTOR. The DIRECTOR will act on behalf of the COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

7.10 Dispute Resolution. The Purchasing Agent will act as the County representative in disputes where the Contractor has been unable to successfully resolve such dispute with the Department. Any document, notice or correspondence in relation to the dispute at this stage not issued by or to the Purchasing Agent is void unless otherwise stated in this Contract. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice or correspondence outlining the exact point

of disagreement in detail. The Purchasing Agent will provide Contractor with a written response to the dispute containing the final resolution by County. If the matter is not resolved to the Contractor's satisfaction in this final notice, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the final unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.11 Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. And Rem. Code, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.

7.12 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.13 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.14 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.14.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.14.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.14.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.15 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.



7.16 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.17 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.18 Interpretational Guidelines

7.18.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

7.18.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

7.18.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

7.18.4 Contract/Agreement. As used in this document, the terms "Contract" and "Agreement" are synonymous.

7.19 Conflict of Interest:

If required by Chapter 176, Texas Local Government Code, the Contractor shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Contractor shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Contractor shall submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

University of Texas at Austin HBRT

Travis County

*Linda Shaunessy*

By: Linda Shaunessy  
Business Contracts Administrator  
Name and Title (Printed)

By: Samuel T. Biscoe  
Travis County Judge

Date: June 12, 2013

Date: \_\_\_\_\_

Approved as to Legal Form By:

\_\_\_\_\_  
Assistant County Attorney

Approved by Purchasing:

\_\_\_\_\_  
Cyd Grimes, C.P.M., CPPO Purchasing Agent

## Health Behavior Research and Training Institute (HBRT)

### Motivational Interviewing Training and Coaching

#### *Training and Coaching Model*

The University of Texas at Austin HBRT Institute's Training and Coaching Model incorporates an initial and follow-up group training session (provided by HBRT), combined with one-on-one coaching and on-going training for individual practitioners (provided by independent HBRT-affiliated coaching consultants).

#### **I. HBRT TRAINING SERVICES**

Under this agreement, the HBRT Institute will provide Motivational Interviewing (MI) training for juvenile probation staff trainees via three separate training cohorts (up to 40 trainees per cohort; maximum of 120 trainees). Each training cohort consists of the following:

1. Two days of initial MI training for juvenile probation staff trainees (up to 40 trainees per cohort).
2. Four months after the initial MI training, the HBRT Institute will provide 1.5 days follow-up training to assess progress and provide advanced MI training.
3. MI Training manuals for each trainee.
4. Periodic conference calls (during the project period) with independent coaches for purposes of tracking/oversight.

#### **Costs for Training Services**

<i>Training Activities</i>	<i>Unit Cost</i>
<ul style="list-style-type: none"> <li>• Initial 2.0 day training session and introduction to MI <i>(maximum three cohorts; up to 40 participants per training cohort)</i></li> </ul>	\$8,000 per training cohort
<ul style="list-style-type: none"> <li>• Follow-up 1.5 day training session to assess progress and provide advanced MI training skills. <i>(maximum three cohorts; up to 40 participants per training cohort)</i></li> </ul>	\$6,000 per training cohort
<ul style="list-style-type: none"> <li>• MI training manuals for each trainee <i>(up to 40 participants per training cohort)</i></li> </ul>	\$25 per trainee
<ul style="list-style-type: none"> <li>• HBRT conference call(s) with independent coaching consultants <i>(as needed basis – estimated @ 1-2 calls per session cohort)</i></li> </ul>	\$150 per conference call
<b>Other Costs</b> Web services, materials & supplies, administrative support	15% of invoiced charges

#### **HBRT TRAINING SERVICES:**

**Maximum costs per training cohort (up to 40 participants per cohort): \$17,595**

**Maximum costs for three training cohorts (up to 120 participants): \$52,785**

## II. COACHING SERVICES

The HBRT Institute collaborates with a highly specialized pool of independent consulting MI coaches who have unique coaching expertise and a proven record of relevant MI coaching experience. The coaches are members of the Motivational Interviewing Network of Trainers (MINT), well-respected in their field, and have experience working with the HBRT training infrastructure and our web-based communication network for coaching review and feedback.

The HBRT-affiliated coaches will provide one-on-one coaching for 10 staff selected by the Travis County Juvenile Probation Department to participate in MI training and coaching. Over a three-month period following the initial 2.0 day MI training session, each trainee will receive monthly coaching support including:

- 1 taped review via web per month with scoring and feedback preparation
- 1 coaching and feedback session per month
- Loan of digital recorder for duration of coaching sessions.

Coaches are responsible for working with each individual trainee to arrange a mutually acceptable schedule for coaching sessions. The fee for Coaching Services for the 10-staff cohort will be billed at a flat rate of \$690 per trainee (cost basis: \$230 per month x 3 months), for a maximum of \$6,900 (10 staff). The per-trainee flat fee of \$690 will apply for each trainee who agrees to participate in the coaching sessions, regardless of sessions that the trainee misses or does not complete.

The independent consulting coaches will convene as a group with the HBRT team (Drs. Velasquez and Stephens) on a periodic conference call (30-45 minutes), as needed, for general oversight and progress tracking.

### **COACHING SERVICES:**

**Flat Fee per Trainee:** \$690

*Maximum costs for 10 trainees:* \$6,900

