Item 6



Travis County Commissioners Court Agenda Request

Meeting Date: December 20, 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. 4400001678, Advanced Trauma Solutions to provide Trauma Affect Regulation: Guide for Education and Treatment (TARGET) Program.

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 will allow Juvenile Probation staff to receive training and certification in the use of the Trauma Affect Regulation: Guide for Education and Treatment (TARGET) Program with juveniles. TARGET is designed to address trauma related symptoms.

With the complexity of meeting grant specific requirements in the development of the contract's scope of service delays were experienced in the execution of this agreement. To meet the grant related time line training services began October 29th, 2013. Therefore, it is requested that the Court ratify and approve the contract effective October 28, 2013.

Section 4.10 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 <u>agenda@co.travis.tx.us</u> by Tuesdays at 5:00 p.m. for the next week's meeting.

Contract-Related Information:

Award Amount:\$106,723.00Contract Type:Professional Services AgreementContract Period:October 28, 2013 – August 31, 2014

> Funding Information:

□ SAP Shopping Cart #:

 Funding Account(s): IO#/grant number/cost center: 101220/800240/1450010001
GL #: 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

Lat. P. Mo

FROM:

Estela P. Medina Chief Juvenile Probation Officer

RE: Advanced Trauma Solutions

DATE: October 14, 2013

The Travis County Juvenile Probation Department is requesting a new contract with Advanced Trauma Solutions. This contract will allow juvenile probation staff to receive training and certification in the use of the Trauma Affect Regulation: Guide for Education and Treatment Program (TARGET) with juveniles. TARGET is designed to address trauma related symptoms in order to improve affect regulation and behavioral symptoms.

An amount of \$106,723 will be budgeted and available from October 29, 1, 2013 through August 31, 2014. The funding source is \$75,000 out of the Texas Juvenile Justice Department with the remaining \$31,723 from general fund. Advanced Trauma will bill for services at a 10 month flat fee rate of \$10,672.30.

Vendor:

IO#/grant number/cost center: 101220/800240/1450010001 GL#: 512020

If you need additional information in order to proceed, please do not hesitate to call Michael Williams at 512-854-7011.

cc: Dr. Erin Foley Darryl Beatty Sylvia Mendoza

Scope of Services

Curriculum Description and Training Model

TARGET is designed to address the primary personal issues that are related to trauma, such as PTSD symptoms, rage, traumatic grief, survivor guilt, shame, interpersonal rejection, and existential/spiritual alienation. The seven core skills in TARGET are taught by coaching and guided practice, and are described by the acronym FREEDOM (i.e., Focus, Recognize triggers, Emotion self-check, Evaluate thoughts, Define goals, Options, Make a contribution). Advanced Trauma Solutions (ATS) provides an intensive training and rigorous quality assurance program for agencies interested in learning to use the TARGET treatment model in their programs. Training includes a series of components designed to guide administrators, clinical staff, and line staff through an intensive learning process that prepares them to implement TARGET concepts and skills in group, individual, and family settings, and the milieu.

I. ATS Training Services

All TARGET Training Courses are designed for counselors, case managers, line staff, juvenile probation officers, program directors and administrators. Prior to the start of training, ATS will meet with juvenile probation staff for an on-site introduction to TARGET and start-up discussion; this initial meeting will serve as an introduction to the material and training activities. The training activities that will follow this initial on-site meeting are as follows:

Training Activities

- 1. TARGET On-Line Learning Course 3 hours (required for all program staff and program directors)
- 2. TARGET Level 1 Training 3 Days (required for all program staff preparing to conduct TARGET groups and all support staff who are participating in the TARGET program)
- 3. TARGET Level 2 Refresher and Skills Integration Training 1 Day (required every 1-2 years for all program staff conducting TARGET groups and all support staff who are participating in the TARGET program)
- 4. Written Materials and Instructional Content (included for all program staff as needed)

II. Quality Assurance – Coaching and Fidelity Monitoring

ATS has in place a quality assurance process designed to maximize fidelity/integrity of delivery of TARGET and adherence and competence by facilitators/counselors when implementing intervention. The components of this QA process are:

- Fidelity review will be conducted by TARGET coach at least once per month for one hour with each facilitator.
- A fidelity checklist comprised of 66 discreet items keyed to engagement, group structure, and each of the concepts/skills in the 10 sessions of the group curriculum.
- A process for electronically delivering tapes of TARGET sessions to a secure and private on-line drop box where the TARGET coach can retrieve, review, and rate each tape for fidelity.
- Individual fidelity coaching sessions for each facilitator who conducts TARGET groups.
- Just-in Time Phone Consultation ATS trainers will be available for phone consultations to clinicians, staff, or administrators who need just-in time trouble shooting, debriefing, and preparation for upcoming challenges. ATS staff will initiate consultation calls to program

directors, and program/residential/facility staff whenever an issue of immediate importance (e.g., child safety risks, boundary violations) is observed on a taped TARGET session. In addition to staff who are conducting groups, all support staff who are participating in the TARGET program are required to participate in phone consultations.

 Certification – all program staff members who work for community-based and residential programs and detention facilities will have the opportunity to achieve certification status in TARGET. Certification means those individuals have met all ATS standards and will receive a certificate stating they are full prepared and competent to conduct TARGET groups for a period of 1 year.

III. TARGET Certification Standards

Certification is a process that involves active participation in all training and QA activities and achievement of high standards of fidelity over a period of 12-15 months. Once an individual has achieved certification, they will be required to meet second year standards for recertification. During the third year review and thereafter these individuals will be able to retain certification with only minimal fidelity review and a 1-day refresher training.

Certification -

Complete TARGET Level 1 Training with a minimum score of 75% on written post test Facilitate a *minimum* of two full cycles of TARGET Submit 18 session tapes on the first and second rounds of TARGET Achieve a minimum fidelity score of 3 on every fidelity item in at least 5 sessions of the second round of TARGET Attend at least 20 TARGET consultations and meet participation requirements Complete all requirements within 12 to 15 months to achieve certification Recertification – 12 months Complete Level 2 Training with a minimum score of 80% on written post test Complete two full cycles of TARGET

Submit 5+ session tapes for each cycle of TARGET

Achieve a minimum fidelity score of 3 on every fidelity item in at least 5 sessions of each round of TARGET

Attend at least 20 TARGET consultations and meet participation requirements Complete all requirements within 12 months to achieve recertification

IV. Summary & Budget Justification:

- On-site introduction to TARGET and Start-up discussion (1 day)
- Level One TARGET Training (3 days)
- Phone consultation groups (44 hours)
- Fidelity Monitoring (180 hours)
- Consultation to Leadership Team (18 hours)

First year services will be provided at a rate of \$389.50 per hour for a not to exceed total of 274 hours. Total not to exceed cost of the service is \$106,723.00. Subsequent years will be on

referrals from the Travis County Juvenile Probation department a rate of \$389.50 per service hour.



Advanced Trauma Solutions: Proposal to Travis County Juvenile Probation Dept. August 14, 2013

Year 1 - Services & Materials

Materials Included

Group Manuals (20) Training Packets (20) Mini-Manuals (1 spanish, 21) Spanish Handouts (8) Stress Cards (50) SOS Cards (50) Brochures (50) SOS Wristbands (50) FREEDOM Step Poster (20)

Services

On-site introduction to TARGET and Start-up discussion (1 day) Level One TARGET Training (3 days) Phone consultation groups (44 hours) Fidelity Monitoring (180 hours) Consultation to Leadership Team (18 hours)

274 hours @ \$389.50 per hour = \$106,723.00



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue - Austin Texas 78704 Phone: (512)854-7000 Fax: (512)854-7093

ESTELA P. MEDINA Chief Juvenile Probation Officer

August 14, 2013

Mike Griffith Executive Director Texas Juvenile Justice Department Building H 11209 Metric Blvd. P. O. Box 12757 Austin, Texas 78758

RE: Travis County Juvenile Probation Department Proposal TARGET PROGRAM (Trauma Affected Regulation: Guide for Education & Therapy)

Dear Mr. Griffiths,

The Travis County Juvenile Probation Department is hereby submitting a proposal, entitled the TARGET Program, pursuant to the Available Funding notice provided by your office on August 9th, 2013.

We have provided a copy of the proposal to Ms. Linda Brooke, Chief of Staff and Mr. James Williams, Senior Director, Probation and Community Services.

Our team, Dr. Erin Foley, Director of Health Services and Lisa Eichelberger, Business Analyst and Supervisor, Planning and Research Division; and I are available to address any questions that you may have regarding the proposal.

We look forward to the opportunity to implement the TARGET Program and for successful opportunities for youth in our community.

Thank you in advance for your consideration and review of this proposal.

Respectfully,

Cotl. P. Medr.

Estela P. Medina Chief Juvenile Probation Officer

CC: Linda Brooke, TJJD James Williams, TJJD Dr. Erin Foley, TCJPD: <u>erin.foley@co.travis.tx.us</u> (512) 854-7078 Lisa Eichelberger, TCJPD: <u>lisa.eichelberger@co.travis.tx.us</u> (512) 854-7069

Travis County Juvenile Probation Department Proposal to the Texas Juvenile Justice Department

TARGET Program

(Trauma Affected Regulation: Guide for Education & Therapy)



Gardner Betts Juvenile Justice Center

Travis County Juvenile Probation Department Proposal to the Texas Juvenile Justice Department TARGET Program August 15, 2013

Problem Statement

Childhood exposure to trauma can negatively impact cognitive, emotional, behavioral, and interpersonal functioning and heighten a youth's risk of becoming involved in the criminal justice system. Current literature indicates that the majority of youth entering the juvenile justice system have been exposed to adverse events or traumatic stressors, including physical or sexual abuse, neglect, and domestic or community violence. If funded, Travis County Juvenile Probation Department (TCJPD) will implement an evidence-based education and therapy program to appropriately address trauma among its population and increase youths' opportunities for success and recovery.

Supporting Data

Trauma Affected Regulation: Guide for Education and Therapy (TARGET) is an evidence based training program; it is listed on SAMHSA's National Registry of Evidence-based Programs and Practices (NREPP), the National Child Traumatic Stress Network (NCTSN), and the California Evidence-Based Clearinghouse for Child Welfare (CEBC). This strengths-based approach to education and therapy teaches seven skills to clients to help them to regulate their emotions, manage traumatic memories, promote self-efficacy, and achieve long-term recovery from trauma. Research studies have indicated that TARGET not only reduces the negative impacts of trauma (anxiety, depression, etc.), but also enhances participants' self-efficacy. It has been adopted statewide in Florida and Connecticut as a model educational and treatment program.

Target Population

The target population for this program is youth ages 13-18 who have experienced Post-Traumatic Stress Disorder (PTSD). This program will initially be employed in TCJPD's Residential Division and Day Enrichment Program; it will then be expanded out to other youth involved with TCJPD as needed. While TARGET focuses on youth who have experienced trauma, this program can also have a broader impact and help youth with additional affect regulation problems, such as anxiety and depression. Of the 663 youth assessed at Travis County Juvenile Probation Department (TCJPD) in Fiscal Year 12 (FY12), 35% were diagnosed with depression, anxiety, PTSD, or a mood disorder.

Project Summary

The TARGET program will train 20 staff members (8 counselors and 12 direct care staff) who will implement the program activities at TCJPD. The trainers will also conduct fidelity monitoring and phone consultation sessions.

Youth will be selected for the program based on the clinicians' diagnosis and referral. Five to nine youth will be in each group, participating in one or two sessions per week. Followup sessions and individual sessions may also be provided, depending on each youth's needs. The TARGET program will be used in conjunction with NCTSN's Think Trauma: A Training for Staff in Juvenile Justice Residential Settings. The combination of these two programs has been successful in initial research. In implementing both of these programs, TCJPD's goal is to reduce the negative impact of trauma on its youth and guide them towards successful recovery and reentry.

TCJPD currently has a Health Services Division, led by Dr. Erin Foley, ABPP. This team includes licensed counselors and psychologists who will support this program clinically. This team is experienced with implementing new programs to positively impact youth in the facility. This team has experience with implementing evidence-based programs and understands the importance of maintaining program fidelity.

Additionally, TCJPD has a multidisciplinary team of professionals to manage grant activity. In addition to program staff associated with each grant funded program, this team includes Grants Management and Research representatives. The Grants Management team is experienced with managing grant compliance and ensuring strategic planning goals are accomplished according to the set timeline. The Research Team is experienced in identifying and generating performance measures, ensuring quality data assurance, and evaluating outcomes.

Sustainability

The activities proposed through this program will enhance the ability of TCJPD's staff to work effectively with youth who have experienced trauma. After grant funding is exhausted, staff members will continue to use the skills gained through this program to support youth. TCJPD will also continue to seek grant funding to ensure that youth continue to receive the care and support that they need.

Cost

The TARGET program is offered through Advanced Trauma Solutions, Inc. This organization indicates the average cost to implement this program ranges from \$100,000-\$300,000. Based on the components of the program that TCJPD will be offering, TCJPD anticipates the cost will not exceed \$175,000. Travis County Juvenile Probation Department respectfully requests the maximum amount of funding (\$75,000) available through this TJJD funding opportunity to apply toward this program. This funding will be applied toward training costs and fidelity review from Advanced Trauma Solutions, Inc.

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PROFESSIONAL SERVICES AGREEMENT/CONTRACT

BETWEEN

TRAVIS COUNTY

AND

ADVANCED TRAUMA SOLUTIONS

FOR

TRAUMA AFFECT REGULATION: GUIDE FOR EDUCATION AND TREATMENT PROGRAM (TARGET)

CONTRACT NO. 4400001678



Travis County Purchasing Office

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4400001678

TABLE OF CONTENTS

1.0	Definitions	
2.0	Term	4
3.0	Contractor's Responsibilities	4
4.0	Compensation, Billing and Payment	
5.0	Records, Confidentiality and Access	
6.0	Amendments/Modifications	
7.0	Other Provisions	
	Approvals	

Attachments

Attachment A – Scope of Services & Performance Measures	16
Attachment B – Fee Schedule.	18
Attachment C – Insurance Requirements	19
Attachment D – Ethics Affidavit including:	
Exhibit 1 - List of Key Contracting Persons	
Attachment E - Certification regarding Debarment	25

STATE OF TEXAS § **COUNTY OF TRAVIS**

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PROFESSIONAL SERVICES AGREEMENT FOR TRAUMA AFFECT REGULATION: GUIDE FOR EDUCATION AND TREATMENT **PROGRAM (TARGET)**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Advanced Trauma Solutions, (the "CONTRACTOR").

WHEREAS, COUNTY desires to obtain the services of a qualified consultant to provide Trauma Affecte Regulation: Guide for Education and Treatment Program (TARGET) training for the Juvenile Probation Department of Travis County and;

WHEREAS, CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services;

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

- "Commissioners Court" means the Travis County Commissioners Court. 1.1
- "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor. 1.2
- 1.3 "County Auditor" means Travis County Auditor Nicki Riley or her successor.
- 1.4 "Parties" mean Travis County and Advanced Trauma Solutions.
- 1.5 "Is doing business" and "has done business" mean:

1.5.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,

1.5.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

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 Juvenile Probation Department or her designee.

2.0 <u>TERM</u>

2.1 <u>Initial Term</u>. The Initial Term of this Agreement shall consist of the period from October 28th, 2013 and continue through August 31, 2014, unless sooner terminated as provided herein.

2.2 <u>Renewal or Extension Term(s)</u>. The Initial Term of this Agreement may be extended by written agreement of the Parties.

2.3 <u>Termination</u>. 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 <u>CONTRACTOR'S RESPONSIBILITIES</u>

3.1 <u>Scope of Services.</u> 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 <u>Ethical Standards</u>. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and his best professional judgment.

3.3 <u>Subcontracting</u>. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 <u>Civil Rights/ADA Compliance</u>. 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 <u>Legal Compliance</u>. 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 <u>Payment of Property Taxes</u>. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 <u>Insurance Requirements</u> CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 <u>Federal Funds</u>. 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.

3.9 <u>Communications.</u> 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 these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

3.11 <u>Professional Licensure/Certification</u>. The CONTRACTOR shall maintain all necessary licenses and certifications related to the Counseling services being provided hereunder. 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.

3.12 <u>Duty to Report.</u> 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.

3.13 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 licensed counselor 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.

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

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

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

3.14.3 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR was the alleged or designated perpetrator.

3.15 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this contract that exceed \$100,000.00. *Form is provided as Attachment E*

3.16 CONTRACTOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the state funds or 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.

3.17 <u>Financial Reporting</u>. Upon request, CONTRACTOR shall provide COUNTY copies of profit and loss statements, annual financial statements, audit reports, and other financial records and reports that may be requested by COUNTY. COUNTY shall have the right to conduct onsite review of CONTRACTOR'S financial records and source documents.

3.18 CONTRACTOR is hereby notified that state funds may be used to pay for services rendered to Travis County Juvenile Probation. For this reason, CONTRACTOR shall account separately for the receipt and expenditure of all funds received as payment under this Agreement, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds. Contractor agrees to provide County an independent financial audit of all state funds received under this Contract at least once a year. The audit shall be prepared in accordance with Generally Accepted Auditing Standards and any other audit requirements of County or TJJD.

3.19 <u>Monitoring</u>. COUNTY shall have the right to conduct periodic financial and programmatic monitoring of CONTRACTOR. CONTRACTOR agrees to cooperate fully with COUNTY'S monitoring activities.

4.0 <u>COMPENSATION, BILLING AND PAYMENT</u>

4.1 <u>Fees</u>. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.1.1	Initial Term Budget and Not to exceed amount:	\$106,723.00
4.1.2	Renewal Term (If Applicable) – N/A As-Needed-Basis:	\$N/A

4.2 <u>Satisfactory Completion of Services</u>. 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 <u>Timely Payment</u>. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

4.4 <u>Invoicing</u>.

4.4.1 <u>Initial Term Invoicing</u>: CONTRACTOR shall submit invoices to COUNTY on a monthly basis and each invoice shall contain the name of each person trained by CONTRACTOR, the Course Title and date of service provided by CONTRACTOR, the total hours of training provided by CONTRACTOR, and the total amount of payment requested for each client. Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR. Original invoices shall be sent to:

<u>Financial Services</u> 2515 South Congress Avenue. Austin, Texas 78704.

4.4.2 Renewal Term (If Applicable): CONTRACTOR shall submit invoices to the COUNTY with 30 days of the date services are provided, when requested by COUNTY on an As-Needed-Basis. Each invoice will be submitted including the information and submittal address listed in Section 4.4.1.

4.5 <u>Overpayment</u>. 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 <u>Taxpayer Identification</u>. 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, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 <u>Delinquent Property Taxes</u>. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CONTRACTOR to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until:

4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 <u>Period of Services</u>. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.10 <u>Exemption from County Purchasing Act</u>. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 <u>et seq</u>., 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.

4.11 <u>Funding Out</u>. 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 20 days written notice that this Contract is terminated due to the failure to fund it.

4.12 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any client to CONTRACTOR for services under this Agreement and this Agreement shall not be so construed.

5.0 <u>RECORDS CONFIDENTIALITY AND ACCESS</u>

5.1 <u>Confidentiality</u>. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to services provided under this Agreement 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 <u>Records Maintenance</u>. 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 <u>Access to Records</u>. 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.

5.4 <u>Right to Contractual Material</u>. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR <u>will</u> become property of the COUNTY.

6.0 <u>AMENDMENTS / MODIFICATIONS</u>

6.1 <u>General</u>. 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 <u>Requests for Changes</u>. 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.

6.3 <u>Purchasing Agent Authority</u>. 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 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 <u>Copyrights, Patents & Licenses.</u> 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. CONTRACTOR 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.

7.3 <u>Claims Notification</u>. 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.

7.4 <u>Suspension</u>. 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.

7.5 Non-Waiver of Default

7.5.1 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.

7.5.2 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.

7.6 <u>Forfeiture of Contract</u> 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, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement

7.7.1 <u>Entire Agreement</u>. 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.

7.7.2 <u>Attachments</u>. 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.

7.7.2.1	Attachment A – Scope of Services
7.7.2.2	Attachment B – Fee Schedule
7.7.2.3	Attachment C Insurance Requirements
7.7.2.4	Attachment D – Ethics Affidavit including:
	Exhibit 1 - List of Key Contracting Persons
7.7.2.5	Attachment E – Certification Regarding
	Debarment, Suspension, Ineligibility and Voluntary
	Exclusion for Covered Contracts

7.8 Notices:

7.8.1 <u>Written Notice</u>. 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 <u>County Address</u>. 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 <u>Contractor Address</u>. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Advanced Trauma Solutions 11 Melrose Drive, Suite 200 Farmingto, CT 06032

7.9 <u>Change of Address</u>. Each party may change the address for notice to it 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.

7.10 <u>Authority</u>: The DIRECTOR or her designee will act on behalf of 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.

7.11 Dispute Resolution - Administration by Purchasing Agent. When the CONTRACTOR and/or COUNTY have been unable to successfully resolve any question or issue related to this COUNTY, the CONTRACTOR or COUNTY shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the CONTRACTOR's requested resolution of the dispute and any other relevant information which CONTRACTOR desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the COUNTY representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. 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 with a copy to the Director 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 issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Director. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. 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.

7.12 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, Contractor shall notify the Travis County Management representing this contract, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 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 shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.13 <u>Cooperation and Coordination</u>. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.14 <u>Independent Contractor</u>. 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.

7.15 <u>Governing Law.</u> 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.

7.15.1 <u>Severability</u>. 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.

7.15.2 <u>Law and Venue</u>. 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.

7.15.3 <u>Assignment</u>. 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.

7.16 <u>Binding Contract</u>. 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.

7.17 <u>Performance of Other Services</u>. 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.

7.18 <u>Survival</u>. 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.

7.19 Interpretational Guidelines

7.19.1 <u>Computation of Time</u>. 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.

7.19.2 <u>Number and Gender</u>. 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.

7.19.3 <u>Headings</u>. 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.

7.20 <u>Conflict of Interest Questionnaire</u>: If required by Chapter 176, Texas Local Government Code, the Consultant shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Consultant 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 Consultant shall submit an updated Questionnaire. The Consultant should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

7.21 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

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DUPLICATE ORIGINALS

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

Advanced Trauma Solutions

11dil resident By: Und Th Forn Name and Title (Printed)

Date: $\frac{12/2}{13}$

Travis County

By: Samuel T. Biscoe Travis County Judge

Date:_____

Approved as to Legal Form By:

Assistant County Attorney

Funds Verified By:

Nicki Riley, County Auditor

Approved by Purchasing:

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

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ATTACHMENT A SCOPE OF SERVICES

CURRICULUM & DESCRIPTION OF THE TARGET MODEL

TARGET is an educational and therapeutic intervention for the prevention and treatment of traumatic stress disorders. TARGET teaches a seven-step sequence of skills - the FREEDOM Steps - designed to enable youth and adults to understand and gain control of trauma-related reactions triggered by current daily life stressors. TARGET uses the FREEDOM steps to help youth and adults recognize and purposefully utilize their personal strengths when experiencing stress reactions in their current lives. TARGET thus both empowers and challenges trauma survivors, and the professionals working with them, to become highly focused and mindful, to make good decisions, and to build healthy relationships.

The focus in TARGET is on shifting the way a person processes information and emotions so that s/he is able to live life and make sense of memories without being trapped in an alarm state. TARGET explains post-traumatic symptoms as the product of an ingrained, but reversible, biological change in the brain's alarm and information processing systems and the body's stress response systems. Using graphics and simple language, TARGET describes the stress response system as an "alarm" in the brain that is triggered by trauma or extreme stress. When the brain becomes stuck in "alarm" mode a person cannot access the brain's capacities for clear thinking, and therefore reacts to all types of current stressors as survival threats. This causes serious difficulties in their relationships and daily life activities that can be addressed by using the FREEDOM skill set.

FREEDOM Steps

TARGET is designed to address the primary personal issues that are related to trauma, such as PTSD symptoms, rage, traumatic grief, survivor guilt, shame, interpersonal rejection, and existential/spiritual alienation. The seven core skills in TARGET are taught by coaching and guided practice, and are described by the acronym, FREEDOM.

Focus: Being focused helps a person pay attention and think about what's happening right now instead of just reacting based on alarm signals tied to past trauma. This step teaches participants to use the SOS skill (Slow down, Orient, Self-check) to pay attention to body signals and the immediate environment to focus on one main thought.

Recognize triggers: Recognizing trauma triggers enables a person to anticipate and reset alarm signals as they learn to distinguish between a real threat and a reminder. This step helps participants identify personal triggers, take control, and short circuit alarm reactions.

Emotion self-check: The goal of this skill is to identify two types of emotions. The first are "alarm" or reactive emotions such as terror, rage and guilt. The second type of emotion, "main" emotions, include positive feelings and feelings that represent positive strivings. By balancing both kinds of emotions a person can reflect and draw on his/her own values and hopes even when the alarm is activated.

Evaluate thoughts: When the brain is in alarm mode, thinking tends to be rigid, global, and catastrophic. Evaluating thoughts, as with identifying emotions, is about achieving a healthier balance of positive as well as negative thinking. Through a 2-part process, participants learn to evaluate the situation and their options with a focus on how they choose to act – moving from reactive thoughts to "main" thoughts.

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Define goals: Reactive goals tend to be limited to just making it through the immediate situation or away from the source of danger. These reactive goals are necessary in true emergencies, but they do not reflect a person's "main" goals of doing worthwhile things right now and for ultimately achieving a good and meaningful life. This step teaches a person how to begin to create "main" goals that reflect their deeper hopes and values.

Options: This step helps identify the positive intentions that are often hidden by the more extreme reactive options generated by the alarm system. This opens the possibility for a greater range of options that take into consideration one's own needs and goals as well as those of others.

Make a contribution: The ultimate goal of TARGET is to empower adults and young people to think clearly enough to feel in control of their alarm reactions and, as a result, to be able to fairly recognize the contribution they are making not only to their own lives but also to making other people's lives better.

The FREEDOM steps validate strengths rather than emphasizing symptoms, failings, or deficits. The ultimate goal of TARGET is to empower individuals and families to think clearly enough to 1) understand, recognize, and be in control of their stress/alarm reactions, and 2) gain the sense of self-confidence and hope that comes from being able to fairly recognize the contribution they are making to their own lives and to the lives of others. TARGET also has been shown to reduce behavioral and emotional problems and enhance adaptive functioning of youths involved in delinquency (Ford et al., 2012), youths in secure juvenile justice facilities (Ford & Hawke, 2012) including those with severe mental health problems (Marrow et al., 2012), and to reduce dangerous incidents and use of physical restraints in secure juvenile justice facilities (Ford & Hawke, 2012; Marrow et al., 2012). Recidivism also was found to be reduced among youth who were in detention facilities when TARGET was provided (Ford & Hawke, 2012).

The TARGET curriculum is manualized and adapted for delivery in an individual, group, and home-based family format. TARGET is taught to, and implemented by, educators, case managers, direct care staff, and corrections officers, as well as Masters or Doctoral level clinicians. TARGET uses language, educational materials, and training and implementation activities that are geared to a wide range of educational and professional levels and backgrounds. The curriculum handouts have been translated into Spanish according to the guidelines for cultural and linguistic translation outlined in Translation of English Materials to Spanish, National Child Traumatic Stress Network Culture and Trauma Briefs, v1 n3, April 2006, Luis Flores, M.A.

TARGET is delivered as a 10-session group, 12-session individual, and 12-16 session family model and can be conducted either as a psycho-educational or therapeutic intervention depending on the skills of the facilitator. As a group intervention, sessions are up to 1 hour in length and can be held either once or twice per week. For youth who have cognitive delays or severe attentional difficulties TARGET can be done in 20 half-sessions for up to 30 minutes. Group size should be limited to 6-8 youth or fewer, done only as a gender-specific model, and in a closed group format.

IMPLEMENTATION & TRAINING OF CURRICULUM

ATS provides an intensive training and rigorous quality assurance program for agencies interested in learning to use the TARGET treatment model in their programs. Training includes a series of components designed to guide administrators, clinical staff, and line staff through an intensive learning process that prepares them to implement TARGET concepts and skills in group, individual, and family settings, and in the milieu.

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This process takes place over an extended period of time in order to facilitate learning, build confidence and competence, and ensure fidelity to the model. Implementation components include trauma and PTSD screening tools, TARGET manuals and materials, outcomes measurement/monitoring consultation, intensive onsite training, ongoing consultation & support, and quality assurance/fidelity monitoring. Additional trauma-informed training courses that are optional are listed in a separate section below.

The ATS team is committed to building an ongoing relationship with agencies that is based on a common commitment to addressing the long-term effects of trauma on youth, adults, and families receiving services in their programs, and a desire to provide the right tools for staff working in these programs. The ultimate goal of ATS is to develop a consistent educational and therapeutic approach to trauma-informed care throughout systems of care for individuals and their families who have experienced overwhelming and life-changing stress.

A new TARGET certification process prepares counselors to deliver TARGET in family, group, and individual modalities and in the milieu. Through a process of training, consultation, applied field experience, fidelity review, and direct feedback on progress over a period of 12-15 months, a clinician, case manager, or line staff can achieve certification status. This will assure CSSD that programs across the state are delivering TARGET with fidelity and integrity, that they are adhering to the model with competence, and that youth will benefit from trauma-informed services.

Training Components

All TARGET Training Courses are designed for counselors, case managers, case managers, corrections and line staff, juvenile probation officers, program directors and administrators and are delivered in the following order.

<u>TARGET On-Line Learning Course - 3 hours (required for all program staff and program directors)</u> This on-line learning course offers an overview of the TARGET concepts and FREEDOM skill set, demonstrations of TARGET therapy with adolescents and parents, and additional background information on working with and engaging the juvenile justice and child welfare populations. Each of the modules include brief descriptions of the TARGET concepts presented by Dr. Ford and test questions to assess the level of information assimilation. A pre-post knowledge test accompanies the On-line TARGET course for all program staff.

This course will be available 24/7 by desktop, laptop, or mobile devices and offers CSSD program staff the flexibility of taking the course in one sitting or spreading it out over several convenient learning sessions. ATS will track and report learner activity and scores on tests that will be integrated into each module. This will be a required training component for all staff who are planning to conduct TARGET groups. It will also be available for staff who will not be engaged in providing TARGET therapy but who would benefit from understanding a trauma-informed approach.

TARGET Level 1 Training - 3 days (required for all program staff preparing to conduct TARGET groups)

TARGET is an educational and therapeutic approach for the prevention and treatment of complex posttraumatic stress disorder (C-PTSD). This workshop will provide an overview of the TARGET conceptual framework and FREEDOM skill set developed by Dr. Julian Ford to address the core issue for trauma survivors, trauma-related biological reactivity. This workshop will redefine the nature and dynamics of psychological trauma and explain how trauma causes post-traumatic stress by changing the brain and body's stress response systems. TARGET is an approach that enhances resilience by helping survivors move from survival coping to emotional, cognitive, physiological, and relational regulation. This initial training will cover the impact of traumatic stress of the brain, social and emotional development, and ability to regulate affect; the neurobiology of stress and coping; and introduction to the key concepts, terms, and skills for using TARGET. This training will be required for all staff who conduct TARGET groups. A pre-post

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knowledge test and satisfaction questionnaires on the TARGET curriculum accompanies the Level 1 training (3 days) for all program staff who will conduct TARGET groups, individual treatment, or family therapy.

TARGET Level 2 Refresher and Skills Integration Training - 1 day (required every 1-2 years for all program staff conducting TARGET groups)

This workshop is designed for program staff who are using the TARGET skills with youth and families in their roles as counselors, clinical coordinators, educational specialists, case workers, corrections officers, or juvenile probation officers. The focus of this workshop will be on understanding and integrating key TARGET concepts, and practical application of the FREEDOM skills. Participants will have the opportunity to work on applying the FREEDOM steps fluidly to help clients process stressful experiences and build resilience. Problem areas commonly confronted by counselors working with youth and families will be addressed through discussion and role-play of written case vignettes. This training will be required for all staff who conduct TARGET groups. Satisfaction questionnaires accompany the TARGET Level 2 fresher training.

Written Materials and Instructional Content (included for all program staff as needed)

ATS has developed a training curriculum and detailed manuals, client handouts, visual aids, posters, and other tools to support the rollout of the TARGET program. Manuals have been developed for youth in group and individual treatment settings, adults, and a home-based adaptation for families; the client handouts have been culturally and linguistically translated into Spanish. These materials are designed to engage clients in treatment and assist group, individual, and home-based treatment providers to guide participants through the FREEDOM steps. Written in simple language and organized session by session, these materials provide step by step instruction, discussion guides, scripts, and activities to make individual and group sessions interesting and engaging learning experiences.

QUALITY ASSURANCE - COACHING AND FIDELITY MONITORING

To increase the effectiveness of TARGET dissemination and implementation, ATS has developed a QA process that facilitates both declarative and procedural knowledge. Declarative knowledge refers to what group facilitators and other staff know about TARGET. For example, can they correctly explain an "alarm reaction" or define "triggers"? Procedural knowledge refers to what group facilitators actually do in a TARGET session. Can they apply the FREEDOM skill set to clients in an effective way that helps youth understand and change reactive behavior?

TARGET training is designed to teach declarative knowledge - an essential ingredient in the learning process. ATS uses a multiple choice, fill-in-the-blank pre and post training test to measure declarative knowledge and expects participants to score 75% or better on the post-test. However, a facilitator might be able to achieve a passing score on the test, but not be able to translate this knowledge into meaningful application of the concepts and skills with clients. Studies have shown that increases in declarative knowledge result in relatively small changes in actual therapist behavior or procedural knowledge. (McCluskey & Lovarini, 2005).

ATS has in place a quality assurance process designed to maximize fidelity/integrity of delivery of TARGET and adherence and competence by facilitators/counselors when implementing the intervention. The components of this QA process are:

•Fidelity review will be conducted by a TARGET coach at least once per/month for one hour with each

facilitator. The review provides a supportive environment for: case discussion; sharing clinical successes and challenges; guidance on adapting TARGET for special populations and individuals; learning to use TARGET terminology in family, group, or individual work and in the milieu; discussion of family and group dynamics; ways to therapeutically manage client behavior; reinforcing the use of TARGET skills both in group and in the program milieu; applying the FREEDOM steps and other key TARGET concepts; problem-solving and enhanced teamwork; de-escalation techniques.

•A fidelity checklist comprised of 66 discrete items keyed to engagement, group structure, and each of the concepts/skills in the 10 sessions of the group curriculum. This checklist was created by the TARGET model

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developer and ATS staff and represents both the declarative and procedural knowledge required to conduct TARGET sessions with sensitivity to the client and adherence to the model.

•A process for electronically delivering tapes of TARGET sessions to a secure and private on-line drop box where the TARGET coach can retrieve, review, and rate each tape for fidelity. This process has the advantages of streamlined handling, ease of transferring tapes from the programs to ATS, higher levels of security and protection of confidential health information, and no cost to the programs. Most importantly, the electronic transfer of tapes will decrease the lag between, 1) the time the session is recorded, and 2) the facilitator receives feedback on fidelity adherence.

Individual fidelity coaching sessions for each facilitator who conducts TARGET groups. The TARGET coach provides a copy of the completed fidelity checklist and supportive one-on-one feedback to each facilitator based on fidelity ratings done by both the coach and by specially trained and neutral ATS fidelity monitors. This feedback includes both quantitative and qualitative information related to the model and to the level of client engagement. In addition, each quarter the facilitators and their supervisors are given a written quarterly report that includes their progress toward certification (number of consultations attended, trainings completed, and progress on fidelity over that period). Satisfaction questionnaires are distributed to participants twice per year.

• Just-in-Time Phone Consultation - ATS trainers will be available for phone consultations to clinicians, staff or administrators who need just-in-time trouble-shooting, debriefing, and preparation for upcoming

challenges. ATS will provide a conference call line (at no cost to providers) that can be accessed from any location in order to accommodate the needs and busy schedules of providers and staff. These calls will be used for case discussion, problem-solving, skills-building, and information-sharing. Supervisors and program administrators can request individual phone consultation as needed. ATS will initiate consultation calls to program directors, and program/residential/facility staff whenever an issue of immediate importance (e.g., child safety risks, boundary violations) is observed on a taped TARGET session.

•Certification -all program staff members who work for community-based and residential programs and detention facilities will have the opportunity to achieve certification status in TARGET. Certification means those individuals have met all ATS standards and will receive a certificate stating that they are fully prepared and competent to conduct TARGET groups for a period of 1 year. Certification is both recognition of the commitment these individuals have made to their professional development, and assurance to the Judicial Branch that its investment in creating a trauma-informed system is being actualized. Recertification is described below.

•Applied field experience - staff members who are working toward certification will conduct a minimum of 2 rounds of TARGET groups per year in order to achieve competence in using TARGET skills effectively. The combination of real-world skills practice, support in attaining adherence to requisite TARGET components, and fidelity feedback is what leads to mastery and confidence on the part of therapists and positive outcomes for clients.

TARGET Certification Standards

All program staff members who work for community-based and residential programs and detention facilities will have the opportunity to achieve certification status in TARGET. Certification means those individuals have met all ATS standards and will receive a certificate attesting to this achievement. Certification is both recognition of the commitment these individuals have made to their professional development, and assurance to the Judicial Branch that the investment the Department has made in creating a trauma-informed system is being actualized.

The goal of ATS is that every staff member who conducts TARGET groups with youth involved with juvenile justice will become certified. Certification is a process that involves active participation in all training and QA activities and achievement of high standards of fidelity over a period of 12-15 months. Once an individual has achieved certification, they will be required to meet second year standards for recertification. During the third year and thereafter these individuals will be able to retain certification with only minimal fidelity review and a 1-day refresher training.

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TARGET Provider Certification Standards

Certification -

- Complete TARGET Level 1 Training with a minimum score of 75% on written post test
- Facilitate a *minimum* of two full cycles of TARGET or T4
- Submit 18 session tapes on the first and second rounds of TARGET (8 tapes for T4)
- Achieve a minimum fidelity score of 3 on every fidelity item in at least 5 sessions of the second round of TARGET (4 sessions for T4)
- Attend at least 20 TARGET consultations and meet participation requirements
- Complete all requirements within 12 to 15 months to achieve certification

Recertification - 12 months

- Complete Level 2 Training with a minimum of 80% on written post test
- Complete two full cycles of TARGET or T4
- Submit 5+ session tapes for each cycle of TARGET (4 tapes for T4)
- Achieve a minimum fidelity score of 3 on every fidelity item in at least 5 sessions of each round of TARGET (4 sessions for T4)
- · Attend at least 20 TARGET consultations and meet participation requirements
- Complete all requirements within 12 months to achieve recertification

Advanced Trauma Solutions, Inc.

ATTACHMENT B



Advanced Trauma Solutions: Proposal to Travis County Juvenile Probation Dept. August 14, 2013

Year 1 - Services & Materials

Materials Included

Group Manuals (20) Training Packets (20) Mini-Manuals (1 spanish, 21) Spanish Handouts (8) Stress Cards (50) SOS Cards (50) Brochures (50) SOS Wristbands (50) FREEDOM Step Poster (20)

Services

On-site introduction to TARGET and Start-up discussion (1 day) Level One TARGET Training (3 days) Phone consultation groups (44 hours) Fidelity Monitoring (180 hours) Consultation to Leadership Team (18 hours)

274 hours @ \$389.50 per hour = \$106,723.00

ATTACHMENT C INSURANCE REQUIREMENTS

<u>Contractor shall have, and shall require all subcontractors providing services under this Contract to have,</u> Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of <u>Contractor and/or Subcontractor pursuant to applicable generally accepted business standards</u>. Depending on services provided by <u>Contractor and/or Subcontractor(s)</u>, Supplemental Insurance Requirements or alternate insurance options <u>shall be imposed as follows:</u>

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. <u>The minimum types and limits of insurance indicated below shall be maintained throughout</u> the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. <u>Prior to commencing work under this Contract</u>, the required insurance <u>shall be</u> in force <u>as</u> evidenced by a Certificate of Insurance issued by the writing agent or carrier. <u>A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract</u>.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during <u>any</u> term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance. J. Insurance coverage specified in this Contract is not intended <u>and will not be interpreted</u> to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E. inclusive) apply to the **Contractor and Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

2. Employers' Liability limits are:

\$500,000 bodily injury each accident \$500,000 bodily injury by disease \$500,000 policy limit

3. Policies <u>under this Section</u> shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:

- a. Waiver of Subrogation (Form 420304)
- b. Thirty (30) day Notice of Cancellation (Form 420601)

B. <u>Commercial General Liability Insurance</u>

- Minimum limit: \$500,000* per occurrence for coverage A and B with a \$1,000,000 policy aggregate
- 2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
- 3. The Policy shall also include the following endorsements in favor of Travis County
- 4. a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

* Supplement Insurance Requirement If child care, or housing arrangements for clients is provided, the required limits shall be:

\$ 1,000,000 per occurrence with a \$ 2,000,000 policy aggregate

C. **Business** Automobile Liability Insurance[†]

If any form of transportation for clients is provided, coverage for all owned, non-owned, and 1. hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence 2.

- Policy shall also include the following endorsements in favor of Travis County
 - Waiver of Subrogation (Form TE 2046A) a.
 - Thirty (30) day Notice of Cancellation (Form TE 0202A) b.
 - Travis County named as additional insured (Form TE 9901B) C.

† Alternative Insurance Requirement

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

\$ 100,000/\$300,000/\$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.

3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

Ε. **Blanket Crime Policy Insurance**

If an advance against Contract Funds is requested or received in an amount greater than 1. \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

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NOTARY PUBLIC MY COMMISSION EXPIRES MAR. 31, 2014

ATTACHMENT D ETHICS AFFIDAVIT

STATE OF TEXAS COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: $\frac{12}{3}$ / $\frac{3}{13}$	
Name of Affiant: Midith Ford	
Title of Affiant: Iresident	A 1
Business Name of Proponent: Advanced Trauma	Solution
County of Proponent: Narffird	

Affiant on oath swears that the following statements are true:

- 1. Affiant is authorized by Proponent to make this affidavit for Proponent.
- 2. Affiant is fully aware of the facts stated in this affidavit.
- 3. Affiant can read the English language.
- 4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
- 5. Affiant has personally read Exhibit "1" to this Affidavit.
- 6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Signature of Affiant 06032 mi Address 210 SUBSCRIBED AND SWORN TO before me by 2013 on Onnecticut Notary Public, State of Typed or printed name of notary My commission expires: March SARAH KAZIMIERCZAK

27

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EXHIBIT 1 LIST OF KEY CONTRACTING PERSONS October 9, 2013

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Somuel T. Disso	
County Judge (Spouse)	Density Themase Discoe	
Executive Assistant	Chard Brown	
Executive Assistant		
Executive Assistant		
Executive Assistant		
Commissioner, Precinct 1		
Commissioner, Precinct 1 (Spouse)		Seton Hospital
Executive Assistant		
Executive Assistant		
Commissioner, Precinct 2		
Commissioner, Precinct 2 (Spouse)		Consultant
Executive Assistant		
Executive Assistant		
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)		Consultant
Executive Assistant		
Executive Assistant		
Executive Assistant		
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant		
Executive Assistant		
County Treasurer		
County Auditor	Nicki Riley	
County Executive, Administrative		
County Executive, Planning & Budget		
County Executive, Emergency Services		
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer	Tanya Acevedo	
Director, Records Mgment & Communications		
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Elizabeth Winn	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Attorney, Health Services Division	Prema Gregerson	

Purchasing Agent	Cyd Grimes, C.P.M., CPPO
Assistant Purchasing Agent	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM
Purchasing Agent Assistant IV	
Purchasing Agent Assistant IV	Lee Perry
Purchasing Agent Assistant IV	
Purchasing Agent Assistant IV	Richard Villareal
Purchasing Agent Assistant IV	Patrick Strittmatter
Purchasing Agent Assistant IV	Lori Clyde, CPPO, CPPB
Purchasing Agent Assistant IV	Scott Wilson, CPPB
Purchasing Agent Assistant IV	
Purchasing Agent Assistant IV	
Purchasing Agent Assistant IV	John E. Pena, CTPM
Purchasing Agent Assistant IV	
Purchasing Agent Assistant IV	
Purchasing Agent Assistant III	
Purchasing Agent Assistant III	David Walch
Purchasing Agent Assistant III	Michael Long, CPPB
Purchasing Agent Assistant III	Jesse Herrera, CTP, CTPM, CTCM
Purchasing Agent Assistant III	
Purchasing Agent Assistant III	Ruena Victorino*
Purchasing Agent Assistant III	Rachel Fishback*
Purchasing Agent Assistant II	
Purchasing Agent Assistant II	L. Wade Laursen
Purchasing Agent Assistant II	Sam Francis
HUB Coordinator	
HUB Specialist	
HUB Specialist	
Purchasing Business Analyst	
Purchasing Business Analyst	Jennifer Francis

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant II	Jayne Rybak, CTP	
Commissioner, Precinct 3	Karen Huber	
Executive Assistant	Garry Brown	
Executive Assistant	Julie Wheeler	
Executive Assistant	Jacob Cottingham	
Commissioner, Precinct 2	Sarah Eckhardt	
Purchasing Agent Assistant III	Nancy Barchus, CPPB	

* - Identifies employees who have been in that position less than a year.

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

- 1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
- 2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
- 4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ____YES _X_NO

- 5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
- 6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
- 7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 8. Except for contracts authorized under paragraph4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarrent.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

Dolutions (no

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative