Travis County Commissioners Court Agenda Request

Meeting Date: March 18, 2014
Prepared By/Phone Number: David Walch 46663; Marvin Brice 49765
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract 4400001677, Terry M. Carvajal for the provision of professional psychological/counseling services for the Collaborative Opportunities for Positive Experience Program (COPE).

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

  This contract is for the provision of Psychological/Counseling Services, as detailed in the Scope of Services, Attachment A of the contract.

  In accordance with Attachment B – Fee Schedule, the counseling sessions will be 50 minutes long, for an individual or family session. Cost per session will be $90 for an individual and $100 for a family counseling session. These rates are in line with the current Texas Department of Family and Protective Services (DFPS) unit rates for individual and family counseling services.

  This contract is for professional services and therefore exempt from competitive bidding and competitive proposal requirements in the County Purchasing Act, TEX. LOC. GOVT CODE ANN. SEC. 262.023.

- **Contract Expenditures:** Within the last 12 months $.00 has been spent against this contract/requirement.

- **Contract-Related Information:**
  Award Amount: N/A As-Needed Contract

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

Contract Type: Professional Services Agreement
Contract Period: March 18, 2014 – September 30, 2015

- **Funding Information:**

☐ SAP Shopping Cart #:

☒ Funding Account(s): Cost Center 1450340001; Product Code 85121701; Commitment Item 511010

☒ Comments: As-Needed Contract

PROFESSIONAL SERVICES AGREEMENT/CONTRACT

BETWEEN

TRAVIS COUNTY

AND

TERRY M. CARVAJAL

FOR

COLLABORATIVE OPPORTUNITIES FOR POSITIVE EXPERIENCE (COPE) PROGRAM SERVICES

CONTRACT NO. 4400001677

Travis County Purchasing Office

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STATE OF TEXAS §
§
COUNTY OF TRAVIS §

PROFESSIONAL SERVICES AGREEMENT FOR COLLABORATIVE OPPORTUNITIES FOR POSITIVE EXPERIENCE (COPE) PROGRAM SERVICES

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Terry M. Carvajal, (the "CONTRACTOR").

WHEREAS, COUNTY desires to obtain the services of a qualified counselor or psychologist to conduct evaluations and counseling for juveniles under the supervision of 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,

1.1 "Commissioners Court" means the Travis County Commissioners Court.

1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.

1.3 "County Auditor" means Travis County Auditor Nicki Riley or her successor.

1.4 "Parties" mean Travis County and Terry M. Carvajal.

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 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2014, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for five (5) succeeding terms of one year unless sooner terminated by either party as provided herein.

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

3.0 CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

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

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

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

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

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

3.14.1 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 Disqualifying Criminal History

3.15.1 CONTRACTOR agrees to provide documentation to DIRECTOR or her designee that a criminal background check has been completed on CONTRACTOR. To comply with this requirement, a criminal background check shall include a fingerprint-based criminal history search of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas, and shall have been conducted within two years prior to assignment of services under this Agreement.

In addition to the required criminal background check, the DIRECTOR or her designee will consult any child abuse registry maintained in the State or locality in which CONTRACTOR will work whose duties in connection with this Agreement include direct access to youth referred under this Agreement. Any CONTRACTOR whose name appears on any child abuse registry will be disqualified from providing services to youth referred under this Agreement.

3.15.2 CONTRACTOR shall not provide services to youth referred under this Agreement if CONTRACTOR'S criminal background check reflects a disqualifying criminal history. To comply with this requirement, a disqualifying criminal history includes: any felony conviction or deferred adjudication within the past ten (10) years; any jailable misdemeanor conviction or deferred adjudication within the past five (5) years; any current felony or jailable misdemeanor deferred adjudication, probation or parole; or the requirement to register as a sex offender.

3.15.3 CONTRACTOR shall not provide services to youth referred under the Agreement if CONTRACTOR is known to have:

1. Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, or other institution (as defined in 42 U.S.C. 1997); or
2. Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or

3. Been civilly or administratively adjudicated to have engaged in the activity described in subparagraph 2 of this section.

3.15.4 CONTRACTOR shall not assign or allow any employee, intern, volunteer, agent, including employees and volunteers of its subcontractors, to provide services to youth referred under this Agreement, if any employee, intern, volunteer, agent, including employees and volunteers of its subcontractors, have engaged in sexual abuse in prison, jail, lockup, community confinement facility, or other institution; or who have been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or who have been civilly or administratively adjudicated to have engaged in the activity described above; or who are listed on a child abuse registry.

3.16 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*

3.17 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.

3.18 Financial Reporting. 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.

3.19 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.

3.20 Monitoring. 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 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. 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 Not to exceed amount: N/A-As needed Basis
4.1.2 Additional Fees: None.

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

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

4.4 Invoicing. CONTRACTOR shall submit invoicing to COUNTY on a monthly basis and each invoice shall contain the name of each client served by CONTRACTOR, the type and date of service provided by CONTRACTOR, the total hours of service provided by CONTRACTOR, the fee assessed for each service 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:

Financial Services
2515 South Congress Avenue.
Austin, Texas 78704.

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

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, 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 Delinquent Property Taxes. 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 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

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

4.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 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 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. 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 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5. 3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. 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 **will** become property of the COUNTY.

6.0 AMENDMENTS / MODIFICATIONS

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

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

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

7.0 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 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement. 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 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

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

7.5 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 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, 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 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

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

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

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

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

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

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

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

Terry M. Carvajal, LCSW
P.O. Box 2044
Austin, Texas 78768-2044

7.9 Change of Address. 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 Authority: 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 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

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

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

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

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

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

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

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

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

7.19 Interpretational Guidelines

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

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

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

7.20 Conflict of Interest Questionnaire: 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.

DUPLICATE ORIGINALS

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

Terry M. Carvajal, LCSW

Terry M Carvajal

By: Terry M Carvajal LCSW
Name and Title (Printed)

Date: 3-3-14

Travis County

By: Samuel T. Biscoe
Travis County Judge

Date:

Approved as to Legal Form By:
Assistant County Attorney

Approved by Purchasing:
Cyd Grimes, C.P.M., CPPO Purchasing Agent

ATTACHMENT A
SCOPE OF SERVICES

Contractor shall provide professional confidential counseling services for the clients of the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court within Travis County Juvenile Probation hereinafter "Department," as described below.

Youth will be identified and referred to Contractor by the Department.

Contractor will:

1. Give these youth and their families priority in scheduling the initial intake session when possible.
2. Provide services within five (5) working days after the initial intake session.
3. Contact the COPE Coordinator within twenty-four (24) hours when a family does not attend a scheduled appointment or a session is cancelled.
4. Terminate services, if the family cancels or does not appear at two scheduled sessions,
5. Agree that no payment will be provided for sessions that do not occur, regardless of advance cancellation or failure to appear by client.
6. Provide counseling services during individual or family sessions.
7. Each session will be fifty (50) minutes in length and be private.
8. The sessions will be therapeutic in nature with the goal of reducing parental conflict, establishing or re-establishing parent-child relationships, teach coping and problem solving skills to the youth and address specific goals in the COPE Individual/family case plan or any goals set forth by Contractor.
9. Sessions will be scheduled weekly. Contractor may modify frequency of sessions if deemed appropriate.
10. All sessions will be completed within six (6) months of the initial intake session.
11. Contractor will notify the COPE Coordinator within forty-eight (48) hours when sessions are decreased due to progress or therapy has been terminated.
12. At no time shall the number of sessions provided per client exceed twelve (12) unless Contractor obtains written authorization from Department.
13. Contractor will provide a weekly progress reports using a form supplied by Department. These progress reports will address the youth and/or their family's compliance in keeping appointments and report any failure to appear for scheduled appointments. The counselor will also provide any information on the youth's progress with therapy.
14. Contractor will attend the youth's family meetings with the COPE Mental Health Court if his/her schedule permits. Attendance at these meetings is not considered a counseling session and is not subject to payment by Department.

REQUIREMENTS

1. Have a Masters Degree or higher,
2. Have an active State of Texas certification and
3. Have a minimum of 3 years' experience with adolescent counseling

ATTACHMENT B
FEE SCHEDULE

For and in consideration of Contractor Terry M. Carvajal's full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay Contractor at a rate of:

$90.00	for each 50-minute individual counseling session.
$100.00	for each 50-minute family counseling session.

Contractor will not be paid for sessions scheduled but not provided, even in circumstances when the client does not appear for a scheduled appointment.

Sessions will be held with the child privately or with the child's family. The cost per session does not change.

ATTACHMENT C
INSURANCE REQUIREMENTS

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

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. The minimum types and limits of insurance indicated below shall be maintained throughout 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. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

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 any 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 and will not be interpreted 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 under this Section 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. Commercial General Liability Insurance

1. 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†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and 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
   a. Waiver of Subrogation (Form TE 2046A)
   b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
   c. Travis County named as additional insured (Form TE 9901B)

† 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.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than $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.

ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 3-3-14
Name of Affiant: Terry M Carvajal
Title of Affiant: LCSW
Business Name of Proponent:
County of Proponent: Travis

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.

Terry M Carvajal
Signature of Affiant
P.O. Box 2044 Austin Tx 78768
Address

SUBSCRIBED AND SWORN TO before me by Terry M. Carvajal on March 3, 2014.

Zach Moore
Notary Public, State of Texas
Zach Moore
Typed or printed name of notary
My commission expires: 12-20-2015

ZACH MOORE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 12/20/15

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	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	David Salazar*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	Charyln Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Barbara Smith*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder	
County Executive, Emergency Services	Danny Hobby	
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	Steven Broberg	
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 .....Marvin Brice, CPPB
Assistant Purchasing Agent.....Bonnie Floyd, CPPO, CPPB, CTPM
Purchasing Agent Assistant IV.....CW Bruner, CTP
Purchasing Agent Assistant IV.....Lee Perry
Purchasing Agent Assistant IV.....Jason Walker
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.....Jorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IV.....Loren Breland, CPPB
Purchasing Agent Assistant IV.....John E. Pena, CTPM
Purchasing Agent Assistant IV.....Rosalinda Garcia
Purchasing Agent Assistant IV.....Angel Gomez*
Purchasing Agent Assistant III.....Shannon Pleasant, CTPM
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.....Sydney Ceder*
Purchasing Agent Assistant III.....Ruena Victorino*
Purchasing Agent Assistant III.....Rachel Fishback*
Purchasing Agent Assistant II .....Vacant
Purchasing Agent Assistant II .....L. Wade Laursen
Purchasing Agent Assistant II .....Sam Francis
HUB Coordinator.....Sylvia Lopez
HUB Specialist .....Betty Chapa
HUB Specialist .....Jerome Guerrero
Purchasing Business Analyst.....Scott Worthington
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	12/14/13
Commissioner, Precinct 3	Karen Huber	01/01/14
Executive Assistant	Garry Brown	01/01/14
Executive Assistant	Julie Wheeler	01/01/14
Executive Assistant	Jacob Cottingham	01/01/14
Commissioner, Precinct 2	Sarah Eckhardt	05/ 31/14
Purchasing Agent Assistant III	Nancy Barchus, CPPB	06/28/14

* - 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 debarment.

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:

[X] 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.
Terry M Carvajal LCSW	466060182
Terry M Carvajal	Terry M Carvajal LCSW
Signature of Authorized Representative	Date 3-3-14 Printed/Typed Name & Title of Authorized Representative

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES
DOMESTIC RELATIONS OFFICE
JUVENILE JUSTICE
ALTERNATIVE EDUCATION
PROGRAM

TO: Cyd Grimes
Purchasing Agent

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

RE: Terry Carvajal COPE– Contract #4400001677

DATE: February 24, 2014

The Travis County Juvenile Probation Department is currently contracting with Terry Carvajal for COPE and Trauma related counseling for the Mental Health Court. The contractor is requesting a rate increase from $80 a session (individual and family) to $90 for an individual counseling session and $100 for a family counseling session. This is in line with the current Texas Department of Family and Protective services (DFPS) unit rates for individual and family counseling services.

The increase will allow the program to maintain current services for youth in need of COPE and Trauma related services. Our Department has been satisfied with the services provided to date recommends this increase to the current contract.

The following details the funding details to be used with this contract are as follows:

Cost Center: **1450340001 (Mental Health Court general fund costs)**
Product Code: **85121701**
Commitment Item: **511010**

If you need additional information to process this request, please contact Sylvia Mendoza, Financial Manager at 854-7008.

cc: David Hensley
Linda Duke
Sylvia Mendoza
Michael Williams
David Walch

EPM: sm

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

ATTACHMENT A
SCOPE OF SERVICES

Contractor shall provide professional confidential counseling services for the clients of the Collaborative Opportunities for Positive Experience (COPE) Mental Health Court within Travis County Juvenile Probation hereinafter "Department," as described below.

Youth will be identified and referred to Contractor by the Department.

Contractor will:

1. Give these youth and their families priority in scheduling the initial intake session when possible.
2. Provide services within five (5) working days after the initial intake session.
3. Contact the COPE Coordinator within twenty-four (24) hours when a family does not attend a scheduled appointment or a session is cancelled.
4. Terminate services, if the family cancels or does not appear at two scheduled sessions,
5. Agree that no payment will be provided for sessions that do not occur, regardless of advance cancellation or failure to appear by client.
6. Provide counseling services during individual or family sessions.
7. Each session will be fifty (50) minutes in length and be private.
8. The sessions will be therapeutic in nature with the goal of reducing parental conflict, establishing or re-establishing parent-child relationships, teach coping and problem solving skills to the youth and address specific goals in the COPE Individual/family case plan or any goals set forth by Contractor.
9. Sessions will be scheduled weekly. Contractor may modify frequency of sessions if deemed appropriate.
10. All sessions will be completed within six (6) months of the initial intake session.
11. Contractor will notify the COPE Coordinator within forty-eight (48) hours when sessions are decreased due to progress or therapy has been terminated.
12. At no time shall the number of sessions provided per client exceed twelve (12) unless Contractor obtains written authorization from Department.
13. Contractor will provide a weekly progress reports using a form supplied by Department. These progress reports will address the youth and/or their family's compliance in keeping appointments and report any failure to appear for scheduled appointments. The counselor will also provide any information on the youth's progress with therapy.
14. Contractor will attend the youth's family meetings with the COPE Mental Health Court if his/her schedule permits. Attendance at these meetings is not considered a counseling session and is not subject to payment by Department.

REQUIREMENTS

1. Have a Masters Degree or higher,
2. Have an active State of Texas certification and
3. Have a minimum of 3 years experience with adolescent counseling

ATTACHMENT B
FEE SCHEDULE

For and in consideration of Contractor Terry M. Carvajal's full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay Contractor at a rate of:

$90.00	for each 50-minute individual counseling session
$100.00	for each 50-minute family counseling session.

Contractor will not be paid for sessions scheduled but not provided, even in circumstances when the client does not appear for a scheduled appointment.

Sessions will be held with the child privately or with the child's family.

Michael Williams

From: David Hensley
Sent: Monday, February 10, 2014 6:32 PM
To: Chris Hubner; Michael Williams
Cc: Linda Duke
Subject: RE: PREA Language for Contracts Terry Carvajal modification

Thanks.

From: Chris Hubner
Sent: Friday, February 07, 2014 5:01 PM
To: David Hensley; Michael Williams
Cc: Linda Duke
Subject: RE: PREA Language for Contracts Terry Carvajal modification

I'm good with the edited PREA language...

Chris Hubner

From: David Hensley
Sent: Friday, February 07, 2014 2:37 PM
To: Michael Williams
Cc: Chris Hubner; Linda Duke
Subject: RE: PREA Language for Contracts Terry Carvajal modification

Mike,

The revisions look good to me. Chris may have input.

From: Michael Williams
Sent: Friday, February 07, 2014 2:02 PM
To: David Hensley
Cc: Chris Hubner; Linda Duke
Subject: FW: PREA Language for Contracts Terry Carvajal modification

David, any modification on the PREA language. Can we move forward? Thanks, Mike

---

From: Chris Hubner
Sent: Wednesday, January 15, 2014 4:47 PM
To: David Hensley; Michael Williams
Cc: Britt Canary
Subject: RE: PREA Language for Contracts Terry Carvajal modification

David,
Here's the contract with the required PREA language; Mike will work on the part reflecting the rate increase.

Please review the PREA language, which is visible in red "track changes" to ensure accuracy. The reason for including CONTRACTOR's employees, interns, volunteers and subcontractors is in the event that Dr. Carvajal hires or contracts with such personnel in the future. It's easier to include now rather than having to make changes later if/when that comes to pass. I understand Dr. Carvajal is a solo-practitioner at this time.

Let me know if this works,

Chris Hubner

From: David Hensley
Sent: Wednesday, January 15, 2014 1:36 PM
To: Michael Williams; Chris Hubner
Cc: Britt Canary
Subject: RE: PREA Language for Contracts Terry Carvajal modification

Michael,

Thanks you for your quick response. The scope services look sin order and the rate increase approved by Mr. Canary is accurate. I recommend that PREA language be added into the contract. Since this is a community based contractor. Mr. Hubner may revise the information below but I recommend that we include the following language:

3.15.1 CONTRACTOR agrees to provide documentation to the DIRECTOR that a criminal background check has been completed on _____ whose duties in connection with this Agreement include direct access to youth referred under this Agreement. To comply with this requirement, a criminal background check shall include a fingerprint-based criminal history search of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas and shall have been conducted within two years prior to assignment of services under this agreement.

In addition to the required criminal background check, the DIRECTOR will consult any child abuse registry maintained by the State or locality in which ***Terry Carbajal*** will work whose duties in connection with this Agreement include direct access to youth referred under this Agreement. Any ***intern, counselor or clinician*** whose name appears on any child abuse registry will be disqualified from providing services to youth under referred under this agreement.

3.15.2 CONTRACTOR shall not assign or allow any ***intern, counselor or clinician*** to provide services to youth referred under this Agreement whose criminal background check reflects a disqualifying criminal history. To comply with this Agreement whose criminal background check reflects a disqualifying criminal history. To comply with this requirement, a disqualifying criminal history includes: any felony conviction or deferred adjudication within the past ten (10) years; any jailable misdemeanor conviction or deferred adjudication within the past five (5) years; any current felony or jailable misdemeanor deferred adjudication, probation or parole; or the requirement to register as a sex offender.

3.15.3 CONTRACTOR shall not assign or allow any ***intern, counselor or clinician*** to provide services to youth referred under this Agreement who is known to CONTRACTOR to have:

1. Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
2. Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent to refuse; or

3. Been civilly or administratively adjudicated to have engaged in the activity described in subparagraph 2 of this section.

From: Michael Williams
Sent: Tuesday, January 14, 2014 4:46 PM
To: David Hensley; Chris Hubner
Subject: RE: PREA Language for Contracts Terry Carvajal modification

David, you can use the same scope of services and we can simply change the rate sheet.
Chris, attached is the current contract and the new rate approved by Britt.

Let me know when all is fine and I will create a transmittal letter.

Thanks,

Mike

From: David Hensley
Sent: Tuesday, January 14, 2014 4:26 PM
To: Michael Williams
Subject: FW: PREA Language for Contracts

Michael,

Mr. Hubner wants to review the PREA language in the contract before we send it out.

From: Chris Hubner
Sent: Tuesday, January 14, 2014 4:13 PM
To: David Hensley
Subject: RE: PREA Language for Contracts

Yes, please...

Chris Hubner

From: David Hensley
Sent: Tuesday, January 14, 2014 4:09 PM
To: Chris Hubner
Subject: RE: PREA Language for Contracts

Thanks. Would you like to see the draft before it is sent to be reviewed by the vendor?

From: Chris Hubner
Sent: Tuesday, January 14, 2014 4:03 PM
To: David Hensley
Subject: RE: PREA Language for Contracts

David,
Here's the PREA language we have been including in County contracts, as well as contracts with any of our providers that are "juvenile facilities" and who handle our kids.

A word of caution... I find the language often has to be tweaked depending on the individual situation. So, I don't just use it "as is." Having said that, the template does contain the required language contained in the PREA standards.

Call if you need help or clarification,

Chris Hubner

From: David Hensley
Sent: Tuesday, January 14, 2014 3:54 PM
To: Chris Hubner
Subject: PREA Language for Contracts

Chris,

Whenever you get a chance, can you direct me where to find the PREA language we include in our contracts. I will be out this Wednesday, Thursday, and Friday. Thanks and have a nice weekend.

ATTACHMENT B
FEE SCHEDULE

For and in consideration of Contractor Terry M. Carvajal's full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay Contractor at a rate of:

$80.00 for each 50-minute individual or family counseling session.
$90 or Individual
$100 or Family Session

Contractor will not be paid for sessions scheduled but not provided, even in circumstances when the client does not appear for a scheduled appointment.

Sessions will be held with the child privately or with the child's family. The cost per session does not change.

Terry Carvajal, LCSW
Psychological/Counsel
4400000675
PS070348VR
FY14 actual/projection

Additional costs
(50% family and 50% individual)
($10 increase in individual $20 for family)

			Projections	
October	$	960.00	$ 180.00	
November	$	480.00	$ 90.00	
December	$	400.00	$ 70.00	
January	$	320.00	$ 60.00	
February	$	480.00	$ 90.00	
March	$	1,040.00	$ 200.00	
April	$	720.00	$ 130.00	
May	$	880.00	$ 160.00	
June	$	1,120.00	$ 210.00	
July	$	2,000.00	$ 370.00	
August	$	1,120.00	$ 210.00	
September	$	1,120.00	$ 210.00	
Total	**$**	**10,640.00**	**$ 1,980.00**	**Additional costs**

Yellow is projections

[1] Contracts with Not-to-Exceed Amounts

ROUTING FORM

TODAY'S DATE: 2/11/14

SUBJECT: Canvasal Rate increase Request

FROM: Mike

TO: Sylvia

Date Received

✓ Review ____ Sign/Initial

2/11/14

ORIGINAL DUE DATE:

EXTENSION DATE:

RECEIVED
FEB 11 2014
Chief Juvenile Probation Officer
Estela P. Medina

FORWARD TO: Chief

Date Received

____ Review ✓ Sign/Initial

COMMENTS:

Terry Canvasal Rate increase and contract modification with PREA language

RETURN TO: Mike

Date Received

____ Mail ____ Hand Deliver