



Travis County Commissioners Court Agenda Request

Meeting Date: October 28, 2014

Prepared By/Phone Number: Michael Long/854 4850; Marvin Brice/854 9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Ratify Contract Award to Advanced Trauma Solutions, Inc., for (TARGET) Program Training and Coaching Services

➤ **Purchasing Recommendation and Comments:**

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 contracts scope of service, delays were experienced in the execution of this agreement. To meet the grant related time line training services began September 1, 2014; therefore, it is requested that the Court ratify and approve the contract effective September 1, 2014.

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

➤ **Contract-Related Information:**

Award Amount: As needed

Contract Type: Professional Service

Contract Period: September 1, 2014 – September 30, 2015

➤ **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations: N/A**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments: Contracts in route for signatures from service provider

➤ **Funding Information:**

- SAP Shopping Cart #: N/A
- Funding Account(s): 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

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

RE: Advanced Trauma Solutions

DATE: September 3, 2014

The Travis County Juvenile Probation Department is requesting to renew the contract with Advanced Trauma Solutions. This contract provides TARGET (Trauma Affect Regulation: Guide for Education and Treatment) training as it relates to personnel issues that are related to Trauma. The training will include counselors, case managers, and juvenile probation officers with certification obtained at the end of training. The contract term will be extended from September 1, 2014 through September 30, 2015.

Vendor: 1000019271
IO# cost center: 1450010001
GL#: 512020

If you need additional information in order to proceed, please do not hesitate to call me.

cc: Dr. Erin Foley
Darryl Beatty
Sylvia Mendoza

**PROFESSIONAL SERVICES
AGREEMENT**

BETWEEN

TRAVIS COUNTY

AND

ADVANCED TRAUMA SOLUTIONS, INC. (ATS)

FOR

TARGET PROGRAM TRAINING AND COACHING SERVICES

CONTRACT NO. 4400002264



Travis County Purchasing Office

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STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
FOR TARGET PROGRAM TRAINING AND COACHING SERVICES**

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

WHEREAS, COUNTY desires to obtain Trauma Affected Regulation (TARGET) Training and Coaching Services for the Juvenile Probation Department, and;

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

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

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

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

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

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall begin September 1, 2014, and shall continue until September 30, 2015.

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

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

3.0 CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.0 COMPENSATION, BILLING AND PAYMENT

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

4.1.1 Not to exceed amount: Not applicable – As needed basis agreement

4.1.2 Additional Fees: Not applicable

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

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

4.4 Invoicing. Payment is to be made monthly and CONTRACTOR shall submit an invoice to COUNTY no later than ten (10) days after the last day of the month for which payment is being requested. The invoice shall include such information as may be required by COUNTY, including at a minimum the service hours provided for which payment is requested and the following information:

4.4.1 the Agreement reference number;

4.4.2 an invoice number and invoice date;

4.4.3 the designation of the training as TARGET Program Training or Coaching Services;

4.4.4 the date(s) of training and a description of the training hours;

4.4.5 the staff members who received training and a calculation of the contracted hourly rate for each staff member;

4.4.6 the total training cost being requested for that month's payment.

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

Invoices may be e-mailed to Michael Williams, Accountant Lead at:
Michael.Williams@co.travis.tx.us,
or original invoices may be sent to:

Travis County Juvenile Probation Dept.
2515 South Congress Ave
Austin, Texas 78704
Attn: Financial Services

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

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

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

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

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

4.10 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any Clients to CONTRACTOR for services under this 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 Clients in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to Client information. Upon authorization from

COUNTY to render Client files anonymous, CONTRACTOR agrees to mask information identifying Clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

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

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

6.0 AMENDMENTS/MODIFICATIONS

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

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

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

7.0 MISCELLANEOUS:

7.1 Copyrights, Patents and Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. 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.

7.2 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

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

7.4 Non-Waiver of Default

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

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

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

7.6 Entire Agreement

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

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

- 7.6.2.1 Attachment A -- Scope of Services
- 7.6.2.2 Attachment B -- Fee Schedule
- 7.6.2.3 Attachment C -- Insurance Requirements
- 7.6.2.4 Attachment D -- Debarment and Suspension

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 P. 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:

Advanced Trauma Solutions, Inc.
11 Melrose Drive
Farmington, Connecticut 06032
Office: 860.269.8663

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

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

7.10 Dispute Resolution. The Purchasing Agent will act as the County representative in disputes where the CONTRACTOR has been unable to successfully resolve such dispute with the Juvenile Probation Department. Any document, notice or correspondence in relation to the dispute at this stage not issued by or to the Purchasing Agent is void unless otherwise stated in this Agreement. If the CONTRACTOR does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the CONTRACTOR must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice or correspondence outlining the exact point of disagreement in detail. The Purchasing Agent will provide CONTRACTOR with a written response to the dispute containing the final resolution by County. If the matter is not resolved to the CONTRACTOR'S satisfaction in this final notice, CONTRACTOR may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the final unsatisfactory reply. CONTRACTOR then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

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

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

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

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

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

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

7.14.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that

no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

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

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

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

7.18 Interpretational Guidelines

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

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

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

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

7.19 Conflict of Interest:

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

DUPLICATE ORIGINALS

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

Advanced Trauma Solutions, Inc.-ATS

Travis County

J Ford

By: Judith Ford, M.A., President
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 10/1/14

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

Trauma Affect Regulation: Guide for Education & Treatment (TARGET)

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. The training activities in the second contract year reinforce and expand on the foundation in TARGET concepts and skills that each trainee has acquired through a unique combination of facilitating groups, facilitating individual sessions, fidelity coaching, group consultation, skill reinforcement and the 3-Day Level 1 TARGET Training. The training activities to be completed in the second contract year of TARGET implementation are as follows:

Training Activities

1. TARGET On-Line Learning Course – 3 hours (*required for all program staff, program directors and supervisors*)
2. TARGET Booster Training – 1.5 Days (*required every 6 months for all program staff who have completed a 3-Day Level 1 TARGET Training and are currently, or preparing to, lead TARGET groups or individual sessions*)
3. TARGET T4 Booster Training- 1 Day (*required every 6 months for all program staff who have completed a 3-Day Level 1 TARGET Training and are currently, or preparing to, provide TARGET skill reinforcement*)
4. TARGET Skills Integration Training – 1/2 Day (*required every 6 months for all program staff conducting TARGET groups and individual sessions and all support staff who are participating in the TARGET program*)
5. Written Materials and Instructional Content (*included for 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 the intervention.

The components of this QA process are:

- Fidelity review of available taped sessions by a TARGET fidelity monitor for a minimum of one hour for each facilitator per month until achievement of the status, "Certified."
- A fidelity checklist comprised of 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 monthly fidelity coaching sessions for each facilitator who conducts TARGET groups. Certified TARGET facilitators may attend a monthly group coaching session as an alternative to an individual fidelity coaching session.
- Just-in-Time Consultation – ATS trainers will be available by phone and e-mail to clinicians, staff, or administrators who need just-in time trouble shooting, debriefing, and preparation for upcoming challenges. ATS staff will e-mail 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 as specified by Travis County Juvenile Probation Department Administration.

III. TARGET Proficiency and Certification Standards

Proficiency and Certification are processes that involve active participation in all training and QA activities and achievement of high standards of fidelity. Once an individual has achieved certification, they will be required to meet standards for recertification. These individuals will be able to retain certification with only minimal fidelity review and revised training and consultation expectations.

- All program staff members who facilitate groups or individual TARGET sessions 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 fully prepared and competent to conduct TARGET groups for a period of 1 year.
- Relevant data regarding progression towards TARGET proficiency, certification and recertification will be available to supervisors and program directors electronically on all program staff members who facilitate groups or individual TARGET sessions for community-based and residential and detention facilities.

Proficiency

Video record and submit all TARGET sessions

Of 16 rated sessions, 75% must meet proficiency standards

Attend at least 80% of TARGET consultations

Attend 100% of required trainings and achieve a score of 75% on written post test

Certification

Achieved the status of "Proficient"

Video record and submit all TARGET FREEDOM Step sessions

Of 8 rated sessions, 75% must meet certification standards

Attend at least 80% of TARGET consultations

Attend 100% of required trainings

Recertification

Achieved the status of "Certified"

Video record and submit a minimum of 8 FREEDOM Step sessions of TARGET per year

Of 8 rated sessions, 75% must meet certification standards

Attend at least 80% of TARGET consultations

Attend 100% of required trainings

ATTACHMENT B
FEE SCHEDULE

**Travis County Juvenile Probation Dept.
August 2014 - Rates**

Training (per day/per trainer)	\$3,175
Professional Services (per hour)	\$389.50

(Services include: Phone consultation groups, Fidelity Monitoring, Consultation to Leadership Team and any other services deemed necessary)

Materials

Group Manuals	\$184
Individual Manuals	\$184
Family Manuals	\$212.75
T4 Manuals	\$115
Training Packets	\$17.25
Mini-Manuals	\$40.25
Spanish Handouts	\$57.50
Stress Flash Cards	\$17.25
Stress Postcards	\$2.30
SOS Cards	\$2.30
FREEDOM Brochure	\$3.45
TARGET Stress Brochures	\$5.75
Thought Flashcards	\$17.25
Emotion Flashcards	\$17.25
Goals Flashcards	\$17.25
SOS Wristbands	\$1.75
FREEDOM Steps Poster	\$17.25
TARGET Online Course	\$172.50

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 §

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Contractor: _____
County of Contractor: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of key contracting persons 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 Contractor is doing business or has done business during the 365 day period immediately prior to the date on which Contractor executed the Contract.

Signature of Affiant

Address of Affiant

SUBSCRIBED AND SWORN TO before me by _____ on ____, 20__.

Notary Public, State of Texas

Typed or printed name of notary
My commission expires: ____

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
September 17, 2014

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
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	
Executive Assistant.....	Sue Spears	
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).....	Charyl Daugherty	Consultant
Executive Assistant.....	Bob Moore*	
Executive Assistant.....	Martin Zamzow*	
Executive Assistant.....	Madison A. Gessner*	
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	
Interim County Executive, Planning & Budget.....	Leroy Nellis*	
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.	
Chief Information Officer.....	Tanya Acevedo	
Director, Records Mgmt & 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.....	Jennifer Kraber*	
Attorney, Transactions Division.....	Tenley Aldredge	
Director, Health Services Division.....	Beth Devery	
Attorney, Health Services Division.....	Prema Gregerson	
Chief Juvenile Probation Officer.....	Estela P. Medina	
Attorney, Juvenile Probation.....	Chris Hubner	

Purchasing Agent Cyd Grimes, C.P.M., CPPO
 Assistant Purchasing Agent Elaine Casas, J.D.*
 Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB
 Purchasing Agent Assistant IV CW Bruner, CTP, CPPB
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter, CPPB
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB, CTPE
 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, CPPB
 Purchasing Agent Assistant IV Angel Gomez
 Purchasing Agent Assistant IV Jesse Herrera, CPPB, CTPM, CTCM, CTP
 Purchasing Agent Assistant III Vacant
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Sydney Ceder
 Purchasing Agent Assistant III Ruena Victorino
 Purchasing Agent Assistant III Rachel Fishback
 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 Rosalinda Garcia

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant III	Shannon Pleasant	08/22/15
Purchasing Business Analyst	Jennifer Francis... ..	11/29/14
Executive Assistant.....	Barbara Smith.....	01/15/15
Attorney, Transactions Division.....	Jim Connolly.....	02/28/15
County Executive, Planning & Budget.....	Leslie Browder.....	03/31/15

* - 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 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 paragraph 4 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:

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.

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative