



Travis County Commissioners Court Agenda Request

Meeting Date: January 24, 2012

Prepared By/Phone Number: David Walch, 4.6663; Marvin Brice CPPB

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Ratify and Approve contract No. PS120118DW with Safeplace to provide supervised visitation and safe exchange center services as a sub-recipient of the Safe Havens Grant.

- **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 Supervised Visitation and Safe Exchange Grant Program services funded by the Safe Havens Grant awarded to Travis County by the Office on Violence Against Women.

The overall goal of Safe Havens grant is to provide an opportunity for communities to support supervised visitation and the safe exchange of children by and between parents in situations involving domestic violence while also protecting children and adult victims from further trauma or violence.

On January 10, 2012 the Commissioners Court approved the concept of Safeplace providing this program for Travis County, as well as, using a county facility for the Supervised Visitation and Safe Exchange Center as described in Attachment J of this agreement.

With the complexity of the Safe Havens Grant and the establishment and development of the associated license agreements and program development, delays were experienced in the execution of this agreement. Expenses associated with the development of the program were accrued prior to this agreement being implemented. Therefore, it is requested that the Court ratify and approve the contract effective October 1, 2010.

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

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

➤ **Contract-Related Information:**

Award Amount: \$372,461.00

Contract Type: Professional Services Agreement

Contract Period: October 1, 2010 to September 30, 2013

➤ **Funding Information:**

Purchase Requisition in H.T.E.: N/A see Comments.

Funding Account(s): 651-4010-586-1001

Comments: Grant funds can not be drawn down from the Office on Violence Against Women until this agreement has been executed.

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

Justice & Public Safety Division
Travis County Counseling & Education Services

Caryl Clarke Colburn, Director, P.O. Box 444, Austin, TX 78767 (512) 854-9540



INTEROFFICE MEMORANDUM

TO: MARVIN BRICE, ASSISTANT PURCHASING AGENT
DAVID WALCH, ASSISTANT PURCHASING AGENT

FROM: CARYL COLBURN, CES DIRECTOR

SUBJECT: OVW SAFE HAVENS GRANT SUBRECIPIENT CONTRACT APPROVAL

DATE: 1/12/2012

CC: ROGER JEFFERIES, EXECUTIVE MANAGER, JUSTICE AND PUBLIC SAFETY
CYD GRIMES, TRAVIS COUNTY PURCHASING AGENT

The Counseling & Education Services department is requesting that the Purchasing Office place on the Commissioners Court for approval, the sub-recipient contract with SafePlace to provide services for Travis County in accordance with the terms of the Office on Violence Against Women to conduct the Safe Havens: Supervised Visitation and Safe Exchange Grant Program. On 01/10/12 the Commissioners Court approved the concept of SafePlace providing this program for Travis County, as well as, using a county facility for the Supervised Visitation and Safe Exchange Center (This is "Attachment J" of the sub-recipient contract). The Court is aware that the contract will be coming before them for approval of the above within the month of January. Thank you and please don't hesitate to call me if you have any questions.

**SUBRECIPIENT AGREEMENT FOR THE CONDUCT OF THE
SAFE HAVENS GRANT PROGRAM BETWEEN
TRAVIS COUNTY AND SAFEPLACE**

I. PARTIES

This Subrecipient Agreement ("Contract") is entered into by the following Parties: Travis County, a political subdivision of Texas ("County") and Travis County Domestic Violence and Sexual Assault Survival Center, DBA SafePlace, a non-profit organization (hereinafter "SafePlace" or "Contractor" or "Subrecipient").

II. RECITALS

The County has the authority to provide services to victims of domestic violence and their families under TEX. CODE CRIM. PROC., Chapter 56, TEX. FAM. CODE CHAPTER 264, and other statutes.

County has entered into a Grant agreement with the United States Department of Justice ("DOJ") for financial assistance to conduct the Safe Havens Grant Program, pursuant to the Violence Against Women Act of 1994, the Violence Against Women Act of 2000, the Omnibus Crime Control and Safe Streets Act of 1968, the Violence Against Women and Department of Justice Reauthorization Act of 2005, 42 U.S.C.A. § 10420, as amended, and Office on Violence Against Women ("OVW") Implementing Regulations at 28 C.F.R. pt. 90. Under 28 C.F.R. § 90.11, the County, as a recipient of Grant Funds, has authority to implement plans to consult and coordinate with non-profit, non-governmental, victim services organizations in the prevention, identification, and response to cases involving violence against women.

County has the authority to administer or otherwise engage in the Safe Havens' project under the above-referenced federal statutes and regulations and the above referenced Texas statutes.

County has received and is responsible for administration of Grant Funds made available through 42 U.S.C.A. § 10420.

County has received certain funds from DOJ through OVW under this statute for utilization in connection with the Safe Havens Project.

The Travis County Counseling and Education Services Department is the County's designated administrator for this DOJ grant which is governed by federal regulations codified under Title 28, Code of Federal Regulations, pt. 90.

As provided in the Rules and Regulations, County is authorized to contract by subgrant or subrecipient agreement with non-profit, non-governmental victims services organizations for services provided under the Safe Havens Project.

County desires to engage Contractor to implement and manage said Project.

Where goods or services are funded from federal, state, or local grants, Contractor will, according to the terms of the grant(s), provide goods and services necessary to achieve the grant's purpose in accordance with grant terms.

County and Contractor agree that Grant Funds will be drawn down as prescribed in the Grant agreement including the award package attached hereto as Attachment A.

Contractor will be a Subrecipient of Grant Funds from County under the County's Safe Havens Program.

The Commissioners Court of County may exempt personal and professional services from the competitive procurement process requirements, under 262.024(a)(4) of the Texas Local Government Code and has issued or hereby issues such

an order of exemption for services provided under this Contract.

Pursuant to the terms, conditions and provisions of this Contract, Contractor will provide personal and professional services under the Supervised Visitation and Safe Exchange Grant Program, thus providing services which will further the achievement of a public purpose.

NOW, THEREFORE, in consideration of the above and the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are hereby acknowledged, County and Contractor agree to the terms, conditions, and provisions stated in this Contract.

III. DEFINITIONS

1.0 **In this Contract**, including exhibits and attachments hereto,

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

1.2 "Contract Funds" means all funds paid by County to Contractor pursuant to Section 13.0 and other applicable provisions of this Contract. Contract Funds consist of Grant Funds. Contract Funds may also consist of County funds in the event the County Commissioners Court, in its sole discretion, budgets such funds for the project in the future, by amendment, change, or modification of this Agreement pursuant to Section 3.0 hereof.

1.3 "Contract Term" means the Contract Term specified in Subsection 2.1 of this Agreement, or any other period of time designated in writing as a Contract Term by the Parties.

1.4 "County Auditor" means Susan Spataro, the Travis County Auditor, or her successor.

1.5 "County Department" or "Department" means the Travis County Counseling and Education Services Department.

1.6 "County Purchasing Agent" means Cyd Grimes, the Travis County Purchasing Agent, or her successor.

1.7 "Day(s)" means calendar day(s), unless otherwise specifically noted in any individual provision.

1.8 "Eligible Client" or "Client" means a victim including their dependents, described in 42 U.S.C.A. § 10420 and related federal regulations codified at 28 C.F.R. pt. 90.

1.9 "Fiscal Year" means the County Fiscal Year, which is that twelve-month time period between any October 1 and the next following September 30.

1.10 "Grant" means any contract or agreement governing use of funds from any funding source (other than County General Revenue Funds) from which funds will be paid for services provided under this Contract.

1.11 "Grant Funds" means funds available which:

(a) have as their source a grant from a federal, state, or local governmental agency, and/or a non-profit, non-governmental organization; and

(b) have an identified purpose, performance expectations, and financial standards that control expenditures; and

(c) have specific requirements for their use depending on whether the parties to a Grant funded agreement are contractors, subcontractors, recipients, subrecipients, grantees, or subgrantees, as determined by the original Grant, accounting principles or practices, and applicable federal and state regulations;

OR

(d) are provided from a source which the County has determined to be a Grant source.

1.12 "Is doing business" and "has done business" mean:

1.12.1 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 purchase of any property or property interest, either real or personal, either legal or equitable; or

1.12.2 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;

1.12.3 but does not include:

1.12.3.1 Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;

1.12.3.2 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

1.12.3.3 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.

1.13 "Key Contracting Person" means any person or business listed in Exhibit A to the Ethics Affidavit attached to this Contract and marked Attachment F.

1.14 "Manager" means Gretta Gardner, Safe Havens Grant Director, Travis County Counseling & Education Services, or her successor.

1.15 "Parties" and "Party" means the County and/or Contractor.

1.16 "Safe Havens Program" and "Safe Havens Project" and "Project" mean the Supervised Visitation and Safe Exchange Grant Program described in this Contract including the exhibits and attachments hereto and described in 42 U.S.C.A Section 10420, as amended.

1.17 "Reimbursable," "Allowable," or "Authorized Costs" mean those amounts authorized to be paid by County to Contractor under the terms of this Contract, including the exhibits and attachments hereto with Contract Funds.

1.18 "Subcontract" means any agreement between Contractor and another person to fulfill, either directly or indirectly, any of the requirements of this Contract, in whole or in part. "Subcontract" includes contracts, subcontracts, recipient agreements, subrecipient agreements, grantee agreements and/or subgrantee agreements.

1.19 "Subcontractor" means any person providing services required under this Contract to an Eligible Client or to Contractor under an agreement between Contractor and that person, including contractors, subcontractors, and other subrecipients of Contractor, and any person or persons providing services for Contractor which will be paid for using Contract Funds committed by County to be paid to Contractor under this Contract. "Subcontractor" includes contractors, subcontractors, recipients, subrecipients, grantees, and subgrantees.

1.20 "TCCES" means the Travis County Counseling and Education Services Department.

1.21 "TCCES Director" or "Director" refers to Caryl Colburn or her successor.

1.22 "Victim" means (i) a person who suffers injury or loss as a result of the criminal acts of another person, including domestic violence, child abuse, sexual assault, teen dating violence, and stalking, as well as any person who is a witness to violent crime, such as homicide, domestic violence, sexual assault, other assault, and kidnapping; (ii) the legal guardian of a victim, whether or not a legal relationship between the guardian and the victim exists in situations where the victim has a guardian because of the age of the victim or the physical or mental incompetence of the victim; and (iii) the parent, child, or other close family member or a significant person sharing a relationship with the crime victim.

Other definitions applicable to this Contract include the definitions set forth in 42 U.S.C.A. § 13925, as amended, 42 U.S.C.A. § 10421, 28 C.F.R. § 90.2, and 28 C.F.R. § 66.3.

IV. GENERAL TERMS

2.0 CONTRACT TERM.

2.1 **Contract Term and Grant Term.** The Parties acknowledge and agree that the Grant Term of this Contract is from October 1, 2010 through September 30, 2013, unless earlier terminated by the parties under the terms, conditions, and provisions of this Contract.

2.2 **Term Funding.** It is understood and agreed by the parties hereto that, in no event shall any term, condition, or provision of this Contract or any contract entered into under the terms, conditions, and provisions of this Contract be interpreted or construed to obligate the County beyond the Grant Funds approved by the Commissioners Court for this Contract for any County Fiscal Year/budget period and beyond Grant Funds actually received by County.

2.3 Contract Renewal Term(s)

2.3.1 **Written Renewal.** Unless sooner terminated in compliance with the terms, conditions, and provisions of this Contract, this Contract may only be renewed by action evidenced in writing and executed by County and Contractor.

2.3.2 **Contract Renewal Terms.** Unless sooner terminated pursuant to the terms, conditions, and provisions of this Contract, and conditioned upon County's continued receipt of Grant Funds approved by the Commissioners Court during the budget process related to the Contract Renewal Term, and within the limits of Grant Funds received by County, this Contract may be renewed under this Subsection 2.3 by written agreement signed by County and Contractor. This Contract may be renewed beyond the third year for additional, individual, one-year renewal terms, if, and to the extent the Grant Term is extended. The exercise of any option to renew the Contract Term under Subsection 2.1 hereof, and under this Subsection 2.3 shall be with the understanding that all terms, conditions, and provisions, including payment amounts, shall remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to Section 3.0 of this Contract

to make any changes in those terms. Non-competitive renewal shall be based upon the Contractor's positive performance as determined by County and County's continuing receipt of Grant Funds.

2.3.3 Grant Terms. Renewal of any Grant-related terms will be as specified in the Grant Agreement and approved by the Commissioners Court.

3.0 AMENDMENTS, CHANGES OR MODIFICATIONS.

3.1 Written. Unless specifically provided otherwise in this Contract, any amendment, change, or modification ("Amendment") to the terms, conditions, and provisions of this Contract or any exhibits or attachments to it shall be made in writing and signed by both Parties. No Amendment concerning this Contract shall be of any force or effect unless entered into pursuant to this Section 3.0.

3.2 Authority to Change. **CONTRACTOR AGREES THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS, CONDITIONS, AND PROVISIONS OF THIS CONTRACT OR ANY EXHIBITS OR ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT UNDER A SPECIFIC PROVISION OF THIS CONTRACT OR BY SEPARATE ACTION BY THE COMMISSIONERS COURT.** Verbal discussion or other indications of changes to this Contract will NOT be effective.

3.3 Non-Compliance. Contractor agrees that any action taken by Contractor which does not comply with the terms, conditions, and provisions of this Contract and which has not been approved under the terms, conditions, and provisions of the Contract or written amendment hereto (pursuant to this Section 3.0) subjects Contractor to disallowance of payments related to such actions and possible termination of this Contract.

3.4 Submission. Contractor shall submit all requests for all Amendments (including all changes, alterations, additions or deletions) of the terms, conditions, and provisions of this Contract or any exhibit or attachment to it to the Travis County Purchasing Agent with copies to the Director and Manager. Upon agreement by the County Department, the request will be presented by the Purchasing Agent to the Commissioners Court for consideration.

3.5 Purchasing Agent. 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.

4.0 ENTIRE AGREEMENT

4.1 All Agreements. All oral and written agreements between the Parties to this Contract relating to the specific subject matter of this Contract that were made prior to the execution of this Contract, including the applicable terms, conditions, and provisions of the Contract, have been reduced to writing and are contained in this Contract.

4.2 Exhibits and Attachments. The exhibits and attachments enumerated and denominated below are hereby incorporated by reference into this Contract, made a part of this Contract, and constitute promised performances by Contractor in accordance with all terms, conditions, and provisions of this Contract.

- 4.2.1 Attachment A: Cooperative Agreement including Grant Award package;
- 4.2.2 Attachment B: Project Narrative;
- 4.2.3 Attachment C: Budget Detail Worksheet and Narrative;

- 4.2.4 Attachment D: Financial Accounting Practices;
- 4.2.5 Attachment E: Assurance/Certification Forms;
- 4.2.6 Attachment F: Ethics Affidavit including Key Contracting Persons List;
- 4.2.7 Attachment G: Semi-Annual Progress Report Form;
- 4.2.8 Attachment H: Travel County Encumbrance Form (Example);
- 4.2.9 Attachment I: Insurance Requirements; and
- 4.2.10 Attachment J: License Agreement between Travis County and SafePlace.

4.3 **Contractor Communication.**

4.3.1 **General Communication.** Contractor and County agree that, unless otherwise designated specifically in any term, condition, or provision of this Contract, all communications, requests, questions, or other inquiries related to this Contract shall initially be presented by Contractor to the County Department through the Manager.

4.3.2 **Contract Issues.** At any time that Contractor has an issue, problem, dispute, or other question ("issue") concerning this Contract, Contractor may first contact County through the Manager. Contractor shall also provide written notice of the issue to the County Department through its Director, with such written notice including a specific written description of the issue as well as the Contractor's desired resolution of the issue. Contractor and County will make a good faith effort to resolve the issue to their mutual satisfaction in a timely manner. It is understood and agreed that any resolution of the issue which necessitates a change in any term, condition, or provision of this Contract, including any exhibit or attachment hereto, and including a waiver of any term, condition, or provision, shall be handled only as a written amendment pursuant to Section 3.0 of this Contract. Any issue not resolved satisfactorily to both Parties under this Paragraph 4.3.2 may be addressed pursuant to Subsections 28.10 and 28.11 of this Contract.

4.4 **Miscellaneous Provisions.**

4.4.1 **Use of Terms.** The Parties understand and agree that the terms "shall" and "will" are used interchangeably in this Contract.

4.4.2 **Other Agreements.** It is understood and agreed by both Parties that the terms, conditions, and provisions of this Contract do not in any way limit or prohibit current or future agreements between any of the Parties for the provision of additional services as mutually agreed to in writing by the Parties.

4.4.3 **Project Responsibility.** County Department is hereby designated as the representative of County regarding all Safe Havens Program matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted, except that SafePlace is responsible for the management of the supervised visitation and safe exchange center as provided in this Contract, including the exhibits and attachments hereto, and except that overall administration and management of the Program will be transferred gradually to SafePlace as described in Attachment D. County will monitor the performance of the Contractor against goals and performance standards required in this Contract including the exhibits and attachments hereto. Substandard performance as determined by County will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by County (as specified in this Contract), suspension or termination procedures may be initiated which may result in withdrawal or termination of funding.

V. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

5.0 CONTRACTOR PERFORMANCE.

5.1 Services and Activities.

5.1.1 Requirements.

(a) General. During the Contract Term, Contractor, in collaboration with the County, shall perform, in a satisfactory manner as determined by County, through County Department, based on information and data provided by and through Department, services and activities in accordance with the terms of Attachment A, "Cooperative Agreement" (including Grant Award package), Attachment B, "Project Narrative," Attachment C, "Budget Detail Worksheet and Narrative," Attachment D, "Financial Accounting Practices," Attachment E, "Assurance/Certification Forms," Attachment F, "Ethics Affidavit including Key Contracting Persons List," Attachment G, "Semi-Annual Progress Report," Attachment H, "Travel County Encumbrance Form (Example)," Attachment I, "Insurance Requirements," Attachment J, "License Agreement" and with all other terms, conditions, and provisions stated in this Contract. Consistent with Attachments B and D, Contractor shall to perform the tasks, meet or exceed the requirements, and achieve the goals and objectives set forth in this Contract including the exhibits and attachments hereto.

(b) Grant Program Activities. The Supervised Visitation and Safe Exchange Grant Program is described in the Cooperative Agreement, including the Grant Award package, set forth in Attachment A.

(c) Program Requirements, Goals and Objectives. In performing services under this Contract, Contractor must meet or exceed the requirements, goals and objectives for the Program, which are set forth in Attachment A, consistent with 42 U.S.C.A, Section 10420 as amended. The goals and objectives of this Program include: (i) create a supervised visitation and safe exchange center that is comprehensive, responsible, affordable, and accessible, as described in Attachment B hereto, for families who have experienced domestic violence, child abuse, sexual assault, dating violence, and/or stalking and who have determined that a third party is needed to supervise visitation or facilitate a safe exchange; (ii) increase supervised visitation and safe exchange options for families with a history of domestic violence, child abuse, sexual assault, dating violence, and/or stalking, and who have determined, individually or through the courts, that a third party is needed to supervise visitation or facilitate a safe exchange; (iii) develop and strengthen victim services at the supervised visitation and safe exchange center for children and parents in situations involving domestic violence, child abuse, sexual assault, dating violence, and/or stalking, with the goal of preventing such violence where possible; (iv) develop and strengthen delivery of victim services to underserved populations, including racial, ethnic, cultural, language, and other underserved populations; (v) protect children from the trauma of witnessing domestic violence, child abuse, sexual assault, dating violence, and/or stalking, or experiencing abduction, sexual assault, physical abuse, or death during parent and child visitation and visitation exchanges; (vi) protect parents or caretakers who are victims of domestic violence, child abuse, sexual assault, dating violence, and/or stalking from experiencing further violence, abuse, or threats during child visitation exchanges; and (vii) establish collaboration between Contractor and County to ensure that Contractor is the lead agency for the Supervised Visitation and Safe Exchange Grant Program by the end of the three-year grant period, as described in Attachment D.

(d) Contractor shall take steps to provide meaningful access to programs and activities for persons with limited English proficiency. Contractor shall also provide County information and data showing that Contractor is providing program activities and services equitably to all segments of the service population covered by this Contract including the exhibits and attachments hereto.

(e) Contractor must collect and maintain information and data that measure the effectiveness of Grant funded activities. The limitations set forth in this Paragraph shall not be interpreted or construed to affect any other contract between the County and Contractor.

(f) Consistent with the Cooperative Agreement set forth in Attachment A including the Grant Award package and consistent with the terms, conditions, and provisions of this Contract including the remaining exhibits and attachments hereto, the County will reimburse Contractor for those expenses incurred by it in performing services under this Agreement, from the Grant Funds drawn down by County for each year of the Contract term unless this Contract is terminated earlier as provided in the termination provisions set forth in this document. Contractor will incur such expenses, consistent with this Contract, Attachment A hereto, and the remaining exhibits and attachments. For the Contract Term, Contractor's costs and expenses shall not exceed the County's drawn down limitation for the Contract Term. County shall not be liable for nor reimburse Contractor for any extra costs or expenses in connection with the Project or any additional funding in excess of the total amount stated in Attachment A, which may be required to meet the goals and objectives identified in Paragraph (c) of this Section, without prior approval by the County Commissioners Court by amendment, change, or modification to this Agreement pursuant to Section 3.0 hereof.

(g) Any fees charged to Clients for activities and services under this Contract must be charged on a sliding scale basis so that Clients with lower incomes pay less than Clients with higher incomes, except as otherwise provided by court order.

5.1.2 Failure to Perform. In the event of Contractor's non-compliance with any term, condition, or provision of this Contract, including, but not limited to timely submission of any report, record, or notification, County may impose such sanctions as determined to be necessary by County, including, but not limited to:

(a) Withholding of payments to Contractor under the Contract until Contractor complies with the applicable term, condition, or provision of the Contract;

(b) Suspension, termination or cancellation of the Contract, in whole or in part.

These actions by County may be taken in addition to any other specific action set forth in any term, condition, or provision of this Contract or allowed by law.

5.1.3 Assurance of Intent. Whenever County in good faith has reason to question Contractor's intent to perform, County may demand that Contractor have written assurance of their intent to perform. In the event a demand is made by County and Contractor gives no assurance within thirty (30) days of receipt of the written notice of such demand, County may treat this failure as an anticipatory repudiation of this Contract.

5.1.4 Grant Fund Activities. The Parties understand and agree that the Grant Funds for this Contract are Grant Funds from the United States Department of Justice, through the Office of Violence against Women, for the Supervised Visitation and Safe Exchange Program ("Grant"), Catalogue of Federal Domestic Assistance CFDA # 16.527 and that Contractor agrees as follows:

(a) Performance Requirements. Contractor agrees to perform all Grant activities pursuant to the requirements of the Cooperative Agreement including the Award Package ("Grant document"), which is attached to this Contract as Attachment A, consistent with 42 U.S.C.A Section 10420 as amended, 28 C.F.R. pt. 90 as directed by OVW, and other applicable federal statutes and regulations referenced in this Contract including the exhibits and attachments hereto.

(b) State and Federal Grant Requirements. Contractor also agrees to comply with all applicable state and federal Grant requirements, including but not limited to Office of Management and Budget (OMB) Circulars A-87, A-102, A-110, A-122, A-133, and Texas' Uniform Grant Management Standards.

(c) Subcontractor Requirements. Contractor will ensure that all providers of services and/or goods under this Contract, who are receiving Grant Funds for Grant services and/or goods provided hereunder,

are contractually required to meet all applicable state and federal Grant requirements, as well as applicable terms and performance requirements of the Grant. Contractor will manage such providers, consistent with the requirements of this Contract including the exhibits and attachments hereto. Contractor will be responsible for timely identification of any potential subrecipients as defined by the Grant, specifically OMB Circular A-133, Section __.105, and applicable state and federal and other requirements and will notify County of any such potential subrecipients prior to contracting for Grant services and/or goods in order to secure County approval of such subrecipient and to establish an appropriate advance agreement on the terms and conditions of the sub-award.

(d) Certification and Assurances. Contractor agrees to provide, and to require all subcontractors to provide all required assurances for the receipt and expenditure of state and federal and other Grant Funds as requested by County. Contractor and all of Contractor's service providers and/or providers of goods (subcontractors) receiving Grant Funds shall provide to County the following assurances prior to receipt of payment by County for any Grant Activities utilizing Grant Funds, and for other activities as originally required by County pursuant to any applicable laws, rules, regulations, or grant requirements:

- Assurances - Non Construction Programs Standard Form 424B Prescribed by OMB Circular A-102
- Certification Regarding Lobbying and Disclosure of Lobbying Activities Standard Form - LLL Approved by OMB
- Protection of Human Subjects Assurance Identification/IRB
- Certification/Declaration of Exemption OMB No. 0990-0263
- Certification Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters
- Certification Regarding Drug-Free Workplace Requirements
- Certification Regarding Environmental Tobacco Smoke
- Certification Regarding Maintenance of Effort
- Standard Assurances

Copies of the above forms are included in this Contract as Attachment E.

(e) Grant Term. Services and activities, including all reporting requirements, relating to Grant Activities provided under this Contract shall be provided in accordance with time and date specifications set forth in the Grant (Attachment A).

(f) Precedence. All services and activities provided by Contractor related to Grant requirements and paid for by County utilizing Grant Funds ("Grant Activities") shall be specifically subject to terms, conditions, and provisions of this Contract as well as those of the Grant and the other exhibits and attachments hereto. Should there be a conflict between requirements which cannot be reconciled, as determined by County, then the terms, conditions, and provisions shall be given precedence as follows:

1. Grant Contract including the Award Package;
2. this Contract.

(g) Financial Requirements. Contractor agrees, and agrees to require all subrecipients/subcontractors to agree to perform all grant activities pursuant to procedures developed by the County Auditor, including financial reporting, record-keeping, and site visit protocols for Contractor as subrecipient and for Contractor's subrecipients. Should Contractor or subrecipient(s)/subcontractor(s) disagree with such a procedure or protocol and such disagreement cannot be resolved by discussion with the County Auditor, the Contractor or subrecipient/subcontractor's sole remedy is to terminate this Contract pursuant to Section 19.4.

5.2 **Policies and Standards.**

5.2.1 **General Policies.** The Contractor is required to maintain written policies and procedures approved by its governing body and to make copies of all policies available to the County Department upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel; Client and Personnel Grievance (as further set forth in Paragraph 5.2.2); Nepotism; Non-Discrimination of Clients; Drug Free Workplace; the Americans With Disabilities Act; and any other policies or procedures as might be required by law or reasonably required by County.

5.2.2 **Grievance Policies.**

a. **Procedure.** Contractor shall, and shall require all Subcontractors to, have in place an appropriate written grievance review procedure to receive and resolve complaints, and shall provide the County Department with a copy of such procedure immediately upon request by County. County has no responsibility for resolution of any grievances or complaints against Contractor regarding any services provided in relation to this Contract, and Contractor agrees to advise Subcontractors of such in any agreement with Contractor for provision of services and/or goods related to this Contract; provided, however, Contractor is hereby notified that it must comply with requirements of the Grant award package in providing services to clients and must ensure that all of its subcontractors comply with applicable requirements. Included in the procedure will be the obligation of Contractor to make timely written communications to the County Department regarding potential quality or utilization issues evidenced in any grievance and thus identified and referred to Contractor for action and resolution; and Contractor hereby agrees to make such timely communications to County.

b. **Monitoring.** Contractor agrees that specific grievances and complaints will be monitored and a mechanism utilized to track and promptly resolve any participant issues, problems, or complaints. Records of the resolution of grievances shall be maintained by Contractor and made available for monitoring by County through the County Department.

5.2.3 **Non-retaliation.** Contractor may not discriminate or retaliate in any way against any employee or other person who reports a violation of the terms, conditions, or provisions of this Contract or of any law or regulation or any suspected illegal activity by Contractor to County or to any appropriate law enforcement authority, if the report is made in good faith.

5.2.4 **Contractor Responsibility.** Notwithstanding collaboration between County and Contractor described in this Contract, Contractor shall bear full responsibility for the integrity of fiscal and programmatic management. Such responsibility shall include: accountability for all funds and materials received from County; compliance with County rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and County's monitoring processes. Ignorance of any Contract terms, conditions, or provisions shall not constitute a defense or basis for waiving or appealing the requirements of such terms, conditions, or provisions.

5.2.5 **Standards.** Contractor shall prescribe and implement standards by which the supervised visitation and safe visitation exchanges will occur. Such standards shall set forth in detail the process by which parents and children are protected during visitations, custody transfers, or other activities for which supervised visitation or safe exchanges are established. Contractor shall document and report to County any safety and security problems occurring during supervised visitation and safe exchanges, during the reporting period, as well as other information and data required under 42 U.S.C.A. § 10420, Paragraph (c).

5.3 **Directors' Meetings.** Contractor shall keep on file copies of notices of Directors' Meetings, Board

Meetings, or Committee meetings, Subcommittee meetings, Advisory Board meetings and other meetings covered by this Contract including the exhibits and attachments hereto, and Contractor shall also keep on file copies of minutes from such meetings. Upon request by County, copies of any of the above shall be provided to County Department.

5.4 **Forms**

5.4.1 **W-9 Taxpayer Identification Form.** Contractor shall provide the County Purchasing Agent with an Internal Revenue Service 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, and a statement of entity status in a form satisfactory to the County Auditor. Contractor understands that this W-9 Form must be provided to the County Purchasing Agent before any Contract Funds are payable. If there are any changes in the W-9 form during the Contract Term, Contractor will immediately provide the County Purchasing Agent with a new and correct W-9 form. Failure to provide such form within the time required may result in delay of payment, suspension, or termination of the Contract, or other action as deemed necessary by County.

5.4.2 **IRS 990 Form.** Contractor shall provide the Purchasing Agent with a copy of its completed Internal Revenue Service Form 990 (Return of Organization Exempt From Income Tax) for each calendar year within 180 days of the Contractor's fiscal year end, but no later than September 30 of each year in which County funds are received under this Contract. If Contractor has filed an extension request which prevents the timely provision of the form 990, Contractor shall provide the Purchasing Agent with a copy of that application for extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of any final document(s) immediately upon receipt of such document(s). As used in this Paragraph 5.4.2 "County Funds" means Contract Funds provided by County to Contractor under this Contract including the exhibits and attachments hereto.

5.5 **Ownership of Property.**

5.5.1 **Capital Acquisition Property ("Property").** For purposes of this Contract, "Capital Acquisition Property" (or "Property") shall be considered to be any tangible, non-expendable property purchased with Contract Funds. This Subsection 5.5 applies only to personal property. This Contract does not cover real property; however, the license on the use by SafePlace of a specific location is addressed in the license agreement, which is attached hereto as Attachment J.

5.5.2 **Title.** To the extent that Grant Funds are used to purchase any Property, title to such Property shall vest in Contractor if permitted under Title 28 C.F.R. Sections 66.32 and 66.33. Otherwise, title to such Property shall vest as prescribed in this Subsection 5.5. If property is not covered by either 28 C.F.R. Section 66.32 or 66.33, and if Contract Funds are used to purchase such property, title to such property shall vest in Contractor subject to the requirements of this Subsection 5.5, and except as otherwise provided in this Subsection 5.5.

5.5.3 **Notice.** Written notification must be given to the County Purchasing Agent pursuant to the "Notice" provision of this Contract within five (5) calendar days of delivery of Capital Acquisition Property, and County will then effect identification and recording of such Property for inventory purposes; and, written notification must be given to the County Purchasing Agent within five (5) calendar days of any change in the status of such Property. The Contractor shall maintain adequate accountability and control over such Property, shall maintain adequate Property records in accordance with Section 66.32 or as required by County, as applicable, and shall perform an annual inventory to be reported to the County Purchasing Agent no later than September 30 of each year in which Contract Funds are received, for up to two years after the termination or expiration of this Contract. Records and reports shall contain the necessary information and documentation to support compliance with this Subsection 5.5.

5.5.4 Encumbrances. Contractor shall not give any security interest or lien in, or otherwise encumber such Property purchased with Contract Funds.

5.5.5 Budget. Property purchased by Contractor must be included and identified in Contractor's budget.

5.5.6 Contract Use. Property may only be purchased utilizing Contract Funds if such Property will be utilized by Contractor to provide or further the provision of the services purchased by County under this Contract. Such Property may also be used outside the area of this Contract only if such use does not interfere with or diminish the work required under this Contract. Within the limits of this Subsection 5.5, or as prescribed in 28 C.F.R. Section 66.32 or 66.33, as applicable, Contractor shall continue to use such Property in a manner which supports provision of the services provided under this Contract throughout the term of this Contract, and if Property is not covered by either Section 66.32 or 66.33, Contractor shall continue to use such Property in a manner which supports provision of the services provided under this Contract for two years after the termination or expiration of this Contract.

5.5.7 Applicability. The following provisions apply to Property which is not covered by either 28 C.F.R. Section 66.32 or 66.33.

(a) If Property is not covered by either 28 C.F.R. Section 66.32 or 66.33, and if such Property is purchased with Grant Funds and if such Property is at least twenty-four months old, the limitations of this Subsection 5.5 shall no longer apply to such Property. Once such Property is at least twenty-four months old, the requirements of this Subsection 5.5 cease to apply, and title in the Property shall vest in Contractor free and clear of any obligations to County.

(b) This Paragraph 5.5.7 shall not apply to any Property covered by either 28 C.F.R. Section 66.32 or 66.33. This Subsection 5.5 shall not apply to real Property. The use of real property at a specified location in connection with the Project is addressed in the license agreement, which is attached hereto as Attachment J.

5.5.8 Trade or Sale. If Contractor uses Property covered by this Contract as a trade-in or sells such Property, the proceeds shall either be used to purchase replacement property subject to 28 C.F.R. Section 66.32 or handled in accordance with applicable provisions of Part 66. Contractor shall notify the Purchasing Agent of such disposition and the identity of the new Property, where replacement equipment is purchased. All requirements of this Subsection 5.5 shall attach to such replacement Property. For Property that is not covered by either 28 C.F.R. Section 66.32 or 66.33, the proceeds shall be used either to purchase replacement equipment for a similar use or returned to County through the Purchasing Agent.

5.5.9 Certification. Contractor (through its Executive Director or other authorized signatory) shall provide annual written and signed notice to the Purchasing Agent regarding all Property and shall certify the continued use of such Property in compliance with this Subsection 5.5. This Certification shall be included with the annual inventory provided under Paragraph 5.5.4.

5.5.10 Failure to Continue Use. If Contractor cannot continue to meet the requirements of this Subsection 5.5 regarding Property, then Contractor shall either provide cash compensation for such Property to County in an amount equal to the fair market value of the Property (as agreed to by County), or return such Property to County through the Purchasing Agent, or request in writing disposition instructions from the Purchasing Agent, which instructions shall then be followed by Contractor.

5.5.11 Responsibility. Contractor shall assume responsibility for the protection of all physical property,

equipment, and supplies ("Property") purchased under this Contract, and shall take appropriate measures to meet this obligation. Contractor shall furnish the County Purchasing Agent with a written, factual report of the theft of, or damage to, any Property purchased under this Contract. In the event of any theft, vandalism, or other offense against the Property, Contractor shall notify the appropriate local law enforcement authorities and the County Purchasing Agent immediately.

5.5.12 **Security.** Contractor shall ensure that adequate security measures, including adequate facilities, procedures, and personnel capable of preventing violence, are in place to protect clients, when the supervised visitation and safe exchange center begins operations.

5.5.13 **Procurement.** Contractor shall ensure that all purchases of materials, property, or services made using Contract Funds provided under this Contract, either by Contractor or Subcontractor(s), will be made according to the established statutory requirements relating to competitive bidding, and in accordance with the Procurement Standards of OMB Circular A-110, as implemented at Title 2 C.F.R. pt. 215. In the event that procurement standards of the Contractor are more restrictive than those in 2 C.F.R. 215, the more restrictive standards and requirements will apply. Contractor shall undertake to ensure that all Subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all Subcontracts shall be forwarded to County along with documentation concerning the selection process.

5.5.14 **Real Property.** Simultaneously with this Contract, the Parties are executing a separate license agreement covering the use by SafePlace of a specified location to serve as the supervised visitation and safe exchange center. This agreement is attached hereto as Attachment J.

5.6 **Planning.** Contractor agrees to participate in the planning activities described in the exhibits and attachments to this Contract and in the long-term strategic planning process as requested by County and in collaboration with County.

5.7 **Insurance.**

5.7.1 **Requirements.** Contractor shall have, and shall require all its Subcontractor(s) of every tier providing services or goods under this Contract to have insurance, which meets the requirements set forth in Attachment I ("Insurance Requirements"). The terms, conditions, provisions, and requirements of Attachment I are hereby incorporated by reference herein and made a part of this Contract for all purposes, as if fully copied and set forth herein verbatim and constitute promised performances under this Contract.

5.7.2 **Certificate(s) of Insurance.** Contractor shall submit to the County Purchasing Agent certificate(s) of insurance no later than ten (10) working days after execution of this Contract by the Parties. Contractor shall provide new certificate(s) of insurance within ten (10) working days of any renewal date of this Contract, under the terms of this Paragraph 5.7.2 and Attachment I. All certificate(s) of insurance must meet the requirements of Attachment I and comply with the terms, conditions, and provisions of this Subsection 5.7.2.

5.8 **Indemnification and Claims.**

5.8.1 **INDEMNIFICATION. Contractor agrees to and shall indemnify, defend, and hold harmless County, its officers, employees, agents, and representatives, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, whether meritorious or not, including all expenses of litigation, court costs, and attorneys' fees ("claims"), for injury or death of any person, for damage to any property, or for any act or omission by Contractor, arising out of or in connection with, directly or indirectly, the work performed by Contractor under this Contract, whether such injuries, death, or damages are caused by Contractor's sole negligence or the joint negligence of**

Contractor and County or the joint negligence Contractor and any third party. Work done by Contractor under this Contract includes work done by Contractor, its officers, agents, representatives, employees, volunteers, subcontractors of every tier, consultants, or other persons or entities performing services and activities or providing goods under this Contract including the exhibits and attachments hereto. This indemnification shall also apply to any claims arising in connection with any alleged or actual infringement or misappropriation of existing licenses, patents, trade secrets, trademarks, service marks, or copyrights, or any other intellectual or proprietary interests or rights applicable to materials used or produced under this Contract.

5.8.2 Claims Notification. If Contractor receives notice or becomes aware of any claim, or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against Contractor or County, Contractor shall give Department written notice within three (3) working days of being notified of this claim or threat of claim. Such notice shall include: written description of the claim; 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 alleged 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 in Section 23.0 of this Contract. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to these claims, actions or proceedings.

5.9 Materials and Publications. When material not originally developed by Contractor is submitted or included in a report, it shall have the source identified. This identification may be placed in the body of the report or included by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format. Contractor and any Subcontractor, as appropriate, must comply with all applicable federal statutes covering patent rights, copyrights, trade secrets, trademarks, service marks, and other intellectual or proprietary interests or rights in materials, publications, software, and computer equipment used in connection with this Contract including the exhibits and attachments hereto.

5.10 Rights, Copyrights, Patents, and Licenses.

5.10.1 Ownership of Materials. Subject to 28 C.F.R. Section 66.32 and 28 C.F.R. Section 66.33, all reports, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material created and/or submitted by Contractor under the terms, conditions, and provisions of this Contract shall become the property of County. Contractor may publish the results of the Contract performance at its expense with prior County review and approval. If County owns the copyright, any publication should include "© Travis County, P. O. Box 1748, Austin, Texas, 78767, (the year of publication), All Rights Reserved." If Contractor is the copyright holder, any publication shall include acknowledgment of the support received from County. At least six copies of any such publication must be provided to County through County Department. County reserves the right to require additional copies before or after the initial review.

5.10.2 Grant Property. In accordance with the Grant agreement including the Award Package ("Attachment A"), OVW reserves a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for federal government purposes: (a) any work that is subject to copyright and that was developed under the award, any subaward, contract or subcontract pursuant to the award set forth in Attachment A; and (b) any work that is subject to copyright for which ownership was purchased by County, Contractor, or a subcontractor with support under the award set forth in Attachment A. In addition, the County, Contractor, or subcontractor, as applicable, must obtain advance written approval from the OVW Program Manager assigned to the attached

award, and must comply with all conditions specified by the Program Manager in connection with that approval before: (i) using award funds to purchase ownership of, or a license to use, a copyrighted work; or (ii) incorporating any copyrighted work, or portion thereof, into a new work developed with the award. Contractor must include the requirements of this Paragraph 5.10.2 in any subcontracts supported by Grant Funds.

5.10.3 Adherence and Indemnification. Contractor warrants and agrees that all applicable copyrights, patents, licenses, trademarks, trade secrets, service marks, and other intellectual or proprietary interests or rights which may exist on materials used in this Contract have been adhered to, and that County shall not be liable for any infringement of those rights; and the rights granted to County hereunder shall apply for the duration of this Contract.

5.10.4 License to Use. To the extent that title to any work may not (or does not), vest in County by operation of law or Contract requirement, or where such work may not be considered a work made for hire, Contractor hereby grants to County an irrevocable, non-exclusive, and royalty-free license to use, reproduce, publish, revise, make disposition of, prepare derivative works, distribute to the public, to perform, and to display publicly, for or on behalf of County according to law, any material (including software) that may be developed as part of the work under this Contract. In addition, Contractor acknowledges and agrees that any such work is also subject to Paragraph 5.10.2 hereof. If Contractor does not assert a copyright interest, any and all material developed by Contractor in the course of or pursuant to this Contract is an open record, except as provided otherwise in 28 C.F.R. pt. 66.

5.11 Employee Offenses.

5.11.1 Contractor shall remove any employee, (including volunteers or other persons working under the direction of Contractor) from direct client contact, if such employee has been alleged to have committed an offense of abuse, neglect, or exploitation or other offense against the person, or an offense against the family, or an offense involving public indecency under the Texas Penal Code, or an offense under the Texas Controlled Substances Act. If it is determined that the employee has not committed such offense(s), the employee may again be assigned to direct client contact; however, Contractor shall notify the County of its intent to do so at least ten (10) working days prior to such reassignment. The Contractor must provide County with further information concerning the reasons for the reassignment upon the request of County. If the employee is found to have committed any of the offenses listed in this Section, the employee shall not be reassigned to duties involving any direct contact with clients.

5.11.2 Contractor agrees to have in place written policies and procedures for verifying criminal history and any current criminal indictment involving the offenses listed in Subsection 5.11.1 of any employee having direct contact with clients, and shall maintain evidence of having processed all employees through such procedures. As used in this Paragraph 5.11.2 "employee" or "employees" shall have the meaning set forth in the first sentence of Paragraph 5.11.1.

5.11.3 This Section 5.11 shall also apply to any employees of subcontractors who have direct client contact, and Contractor shall ensure that all subcontractors have policies and procedures in place to ensure compliance with this Subsection 5.11.

5.11.4 In any circumstance under which Contractor believes that specific fact situations warrant a waiver of the requirements of this Subsection 5.11, in whole or in part, Contractor may present the details of such circumstance in writing to County, through the Manager, for a determination as to such request for waiver. Contractor may present such a request for waiver whether the fact situation involves an employee, a contractor, or any of its subcontractor(s). As used in Paragraph 5.11.3 and this Paragraph 5.11.4, "employee" has the definition set forth in the first sentence of Paragraph 5.11.1, except that an employee may be working under the direction of either the Contractor or a subcontractor.

5.12 **Offense Report.** Contractor shall promptly report any suspected case of abuse, neglect, or exploitation to the appropriate office(s) as required by the TEXAS FAMILY CODE, Chapter 261. All reports must be made within twenty-four hours of the discovery of the abuse, neglect, or exploitation.

5.13 **Employee Qualifications.** If specific qualifications are set forth in job descriptions required by County, or attached to any position related to providing services and performing activities under this Contract, only personnel with the minimum, required qualifications or higher qualifications will be assigned to perform the job or position in question or to fill a vacancy in the job or position, unless a written waiver is granted by the County.

6.0 **ACKNOWLEDGMENTS, WARRANTS, AND ASSURANCES.**

6.1 **Eligible Client Warranty.** Contractor acknowledges and agrees that County is only authorized by law to provide certain services, and that the provision of those services must meet a public purpose as determined by County. To assure that Contract Funds are spent for the provision of such authorized services in furtherance of such public purpose, Contractor warrants that the percentage of Eligible Clients (as defined by this Contract) receiving services under this Contract and funded by Contract Funds compared to the total number of clients being served by Contractor under Contractor's total budget is equal to or greater than the percentage of Contract Funds to total Contractor budget, and that Contract Funds will be used by Contractor only for those purposes stated and agreed to under the terms, conditions, and provisions of this Contract, including applicable Grant terms and the other exhibits and attachments, for Eligible Clients authorized by County to receive these services.

6.2 **Expertise.** Contractor warrants that Contractor including its personnel and subcontractor(s) have expertise in the area of family violence, including the areas of domestic violence, child abuse, sexual assault, dating violence, and stalking, as needed for Contractor including its personnel and subcontractor(s) to perform services under this Contract.

6.3 **Accurate Information.** Contractor warrants that all reports, documents, data and other information ("Information") submitted to County will be accurate, current, complete, reliable and verifiable. Approval by County of such Information shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its officers, employees, agents, representatives, subcontractors, or other associates for the accuracy and competency of their reports, documents, data, services, or other information as required in this Subsection, nor shall approval be deemed to be the assumption of such responsibility or liability by County, its officers, employees, agents, and representatives, for any defect, error, act, omission, or negligence by Contractor, its officers, employees, agents, representatives, subcontractors, or other associates.

6.4 **No Duplication.** Contractor acknowledges and agrees that Contractor will report and receive payment for each service/Client solely from Contract Funds pursuant to the terms, conditions, and provisions of this Contract, and that there will be no duplicate payments from other sources for the same services paid for by County with Contract Funds. Contractor will also ensure that this provision and prohibition of duplicate payment for services is included in any Subcontracts.

6.5 **Benefit.** Contractor acknowledges and agrees that all funds paid to Contractor under this Contract are paid in trust for the exclusive benefit of Eligible Clients and for the payment of allowable expenditures as set forth in this Contract.

6.6 **Maintenance of Effort.** Contractor acknowledges and agrees that Contract Funds will be utilized to supplement rather than supplant funds otherwise available for the program, and that Contract Funds may not be substituted for funds or resources from any other source, nor in any way serve to reduce the funds or resources which would have been available to or provided through Contractor had this Contract never been executed.

6.7 **Debarment, Suspension and Other Responsibility Matters.** Certification under this Subsection 6.7 provides for compliance with certification requirements under Executive Order 12549 ("Debarment and Suspension). Contractor, by signing this Contract, hereby certifies that, to the best of its knowledge and belief, it and its officers, employees, agents, representatives, subcontractors, and other associates:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any federally assisted programs or covered transactions by any federal department or agency under Executive Order 12549, or 2 C.F.R. pt. 180, subparts A-I, as supplemented by 2 C.F.R. pt. 2867.

(b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b); and

(d) have not within a three year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

Where Contractor is unable to certify to any of the statements in this Subsection 6.7, Contractor shall provide an explanation of such inability prior to the effective date of this Contract for County's consideration and evaluation with the understanding that such may result in termination of this Contract by County.

7.0 **COMPLIANCE.**

7.1 **Federal, State, and Local Laws.**

7.1.1 **General Compliance.** Contractor shall provide all services and activities performed under the terms, conditions, and provisions of this Contract in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Contract including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] ("ADA"); HEALTH AND SAFETY CODE, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV); Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Standards adopted to implement HIPAA at 45 C.F.R. Parts 160 and 164; Texas Occupations Code, Chapter 159; the Age Discrimination Act of 1975, Executive Order 11063; Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086; non-discrimination in employment and contracting opportunities; regulations on civil rights at Title 40 Texas Administrative Code Chapter 73. Contractor shall not discriminate against any employee, applicant for employment, or Eligible Client based on race, religion, color, gender, national origin, age, or handicapped condition. In performance of all Contract services and activities, Contractor will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U.S. Department of Health and Human Services and the Texas Department of Health.

7.1.2 **Grant Compliance.** In addition, Contractor agrees to comply with the requirements of 28 C.F.R. pt. 66 (U.S. Department of Justice regulations) unless a particular provision is made inapplicable by its terms, and

28 C.F.R. pt. 90 (OVW regulations implementing certain provisions of the Violence Against Women Act, enacted by Title IV of the Violent Crime Control and Law Enforcement Act of 1994) unless a requirement is waived by OVW. Contractor also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Contract.

7.1.3 Hatch Act. Contractor agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engage in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

7.1.4 Drug-Free Workplace. Pursuant to the Drug-Free Workplace Act of 1988, 41 U.S.C.A., § 8101 et seq. (including without limitation Section 8103), Contractor certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 2 C.F.R. pt. 382 as amended.

7.1.5 Clean Air Act. The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.A. § 7603 - 7609), Section 508 of the Clean Water Act (33 U.S.C.A. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. pt. 50), insofar as the statutes and regulations apply to performance of this Contract.

7.1.6 Energy Efficiency. Contractor shall comply with all applicable, mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.A. § 6201).

7.2 Confidentiality.

7.2.1 Method. Contractor shall establish a method to secure the confidentiality of records and other information relating to Eligible Clients in accordance with applicable federal laws, rules, and regulations, applicable state laws, rules, and regulations, applicable local laws, rules, and regulations, and applicable professional ethical standards, subject to the Texas Public Information Act. Contractor shall have safe, confidential, secure, and effective protocols, procedures, policies, and systems for protecting personally identifiable information of clients and other confidential information. This provision shall not be interpreted or construed as limiting County's right of access, through TCCES, to Eligible Client information, or as limiting the County's right of access to other records and materials as required by the County Auditor's office, and County shall have rights of access to such information, records, and materials, except as otherwise specifically prohibited by applicable law.

7.2.2 Limited Access. Prior to a scheduled monitoring or audit, Contractor agrees to submit to County, in writing, through TCCES or the County Auditor's office, as applicable, with specific, relevant, legal authority precluding County's access to Eligible Client information, including the correct citation of the legal authority on which Contractor relies to support its claim that County is prohibited from access to the client information. This Paragraph shall not be interpreted or construed to limit in any way the County's right of access to other records and materials as required by the County Auditor's office.

7.2.3 Masking. Where Client information is specifically made confidential by applicable law and upon authorization from County, through TCCES, to render client files anonymous, Contractor agrees to mask information identifying clients in a way that will not obstruct County's monitoring and evaluation of Contractor's performance in any way.

7.2.4 Collaboration. If applicable, Contractor shall execute and have on file copies of memorandums of understanding or other agreements with other governmental entities within Travis County and/or the City of Austin with whom Contractor will be sharing or obtaining participant information related to enrollment of Clients for services provided under this Contract.

7.2.5 Privacy. Contractor shall, and shall ensure that all Subcontractors, comply with state and federal laws relating to the privacy and confidentiality of client records that contain protected health information, or other information made confidential by law, and shall maintain client records in compliance with state and federal laws relating to the security and retention of client records. Contractor shall, and shall ensure that its Subcontractors, maintain all client records in accordance with all applicable federal statutes, federal regulations, state statutes, and state regulations governing client records. As used in this Paragraph 7.2.5, "client records" include records of persons served by the Contractor under this Contract, as well as records of persons deemed ineligible for services provided under this Contract.

7.3 Certification of Software, Hardware, Firmware, and Micro code Products. Contractor certifies that any supplied or supported software, hardware, firmware, and micro code products used individually or together as a system to comply with Contract requirements shall operate accurately in the manner in which they were intended when given a valid date containing century, year, month and day.

8.0 RETENTION AND ACCESSIBILITY OF CLIENT & FISCAL RECORDS.

8.1 Retention of Records

8.1.1 Time Requirement. Contractor shall obtain or create and maintain all records, reports, and other documentation required and/or created relevant to performance under this Contract, including but not limited to those specifically set out in this Section 8.0, until all evaluations, audits, and other reviews have been completed and all questions or issues arising from those evaluations, audits, and reviews are resolved satisfactorily by County, or for three (3) years after the end of the final Contract period, whichever occurs later. Such records, reports, and other documentation include fiscal records, reports, and documentation. Fiscal records, reports, and other documentation include, but are not limited to, the County records, written policies and procedures, correspondence, and any other records, reports, or other documentation which are pertinent to costs and expenses related to this Contract. Contractor shall document such costs and expenses in sufficient detail to properly identify costs and expenses including direct and indirect costs of labor, material, equipment, furniture and related items, supplies, services, and all other costs and expenses of whatsoever nature related to this Contract.

8.1.2 Document Destruction. Contractor agrees that it will not destroy or alter any document in order to prevent its use in any audit, review, or evaluation authorized under this Contract, or in any official investigation or proceeding (for example, federal, state, or local investigation, bankruptcy, etc.).

8.2 Client Records

8.2.1 Maintenance. Contractor shall obtain and/or create and maintain all records regarding Eligible Clients, including but not limited to the information on which Contractor relies to determine the Client's eligibility, all records and reports necessary, as determined by County, to evaluate the effectiveness of the services provided under this Contract (including, at a minimum, the services provided, the cost of providing services, and follow-up information about the effect of the services on the Eligible Client as shown by selected indicators), and all records related to performance under this Contract. Contractor shall maintain any medical records received in accordance with all applicable statutes and regulations governing medical information.

8.2.2 Unduplicated Client Records. Contractor shall maintain records for those Eligible Clients participating in programs designated by County Department from which an Unduplicated Client count can be determined. Contractor shall maintain a separate record for each unduplicated client This client record shall contain at least the following information:

- (a) Name;
- (b) Application date;
- (c) Residential address and phone number;
- (d) Date of Birth;
- (e) Household Income;
- (f) Eligibility information;
- (g) Service rendered;
- (h) Any support documentation;
- (i) Family status;
- (j) Number in household;
- (k) Enrollment Date;
- (l) Exit Date;
- (m) Any other information required by the Grant.

8.2.3 **Statistical Information.** Contractor shall obtain and/or create and maintain the following information on the program:

- (a) number of persons served;
- (b) number of persons seeking services who could not be served;
- (c) number of individuals from underserved populations served;
- (d) number of persons from underserved populations seeking services who could not be served;
- (e) number of supervised visitation and exchange centers supported by the Program;
- (f) number of supervised visits between parents and children;
- (g) number of supervised exchanges between parents and children;
- (h) other relevant information required under 42 U.S.C.A. § 10420, Paragraph (d) including any and all amendments thereto.

8.3 **Fiscal Records.** Contractor shall obtain and/or create and maintain all fiscal records and documentation for all expenditures and payments pertaining to this Contract in accordance with 28 C.F.R. § 66.20, and in accordance with Generally Accepted Accounting Principles (GAAP) or with Other Comprehensive Basis of Accounting (OCBOA) consistent with state law; and, such records shall be kept in a readily available state and location until a financial audit in conformance with generally accepted auditing standards is completed and all questions arising therefrom are resolved satisfactorily as determined by County or for three (3) years after the end of the Contract period, whichever occurs later.

8.4 **Access.** At no cost or charge to County, Contractor shall give, and shall require all Subcontractors to give, County, OVW, DOJ, the Controller General of the United States, or other authorized federal officials, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Contractor pertaining to this Contract at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are required to be retained by Contractor, and for any additional time period that the records are retained by Contractor. These rights shall include accessibility for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein including rights to conduct audits, reviews, evaluations, and examinations and take excerpts and transcriptions.

8.5 **Adjustment.** Contractor may, at any time, request in writing to the Manager that County clarify or provide a waiver of all or a portion of the record keeping requirements in this Section 8.0. Only waivers granted by County under this Subsection 8.6 and in writing will be effective to change any requirement in this Section 8.0.

8.6 **Rights to Materials.** Subject to Subsections 5.9 and 5.10 hereof, all reports, charts, schedules, records, or other appended documentation of Contractor which is related to this Contract, and any responses, inquiries, correspondence and related material submitted by Contractor to County or created by Contractor under this Contract,

including the exhibits and attachments hereto, are the property of County.

9.0 REPORTING REQUIREMENTS.

9.1 **Semi-Annual Progress Reports.** On July 20 and January 20, respectively, of each year of the Grant Period during the Contract Term, as applicable, Contractor shall provide TCCES with semi-annual progress reports that describe Project activities and program effectiveness including program effectiveness measures during the reporting periods, January 1 - June 30, and July 1 - December 31, respectively. Contractor must collect and maintain information and data that measure the effectiveness of such Project activities and include such information and data in the applicable progress reports. Such information and data include the information and data described in Subsections 8.2 and 8.3 of this Contract and 42 U.S.C.A. § 10420 including any and all amendments thereto. In addition, such progress reports must include brief information comparing actual accomplishments to the goals and objectives specified in this Contract and established for the period, reasons for any slippage if established goals and objectives were not met, and additional appropriate information including, where appropriate, analysis and explanation of cost overruns or high unit costs. The requirement of a performance report may be waived by County when either DOJ or OVW decides that such report is not needed.

9.2 **Final Reports.** Contractor shall provide County with a final report regarding activities covered by the initial planning grant no later than December 1, 2011. Within sixty (60) days after the end of the Grant award period or expiration of the Contract, as applicable, Contractor shall deliver a final report on project activities during the Grant period, as required by TCCES and/or as required under applicable requirements of the Grant program set forth in Attachment A. The final report must include, at a minimum, a summary of progress toward achieving the goals and objectives of the Project, significant results, and any products developed under the program.

9.3 **Significant Events.** Where events which have a significant impact on program activities occur during any reporting period, Contractor shall inform County of such event(s) as soon as it becomes known to Contractor. Contractor will inform the County in writing of any problems, delays, or adverse conditions which will materially impair the ability of Contractor or its subcontractor(s) to meet program goals and objectives. In this report to County, Contractor must also include a statement of any action(s) taken or contemplated by Contractor to remedy the situation and any assistance needed by Contractor to resolve the situation. Contractor will also inform the County in writing of any favorable development(s) which will enable Contractor to meet schedules and objectives sooner than originally anticipated, to meet schedules and objectives at less costs than originally anticipated, or to produce more beneficial results than originally planned. If County determines that Contractor is no longer able to perform its obligations under this Contract because of a significant event, County may terminate this Contract in accordance with Section 19.0 hereof.

9.4 **Financial Reports.** Contractor shall deliver to TCCES copies of all Board approved financial reports, to include the Contractor's Year-to-Date Balance Sheet and Income Statement, within thirty (30) days after the end of the calendar quarter to which the report relates or at a time mutually agreed to by the Contractor and the County.

9.5 **Additional Reports.** Contractor shall deliver to County Department within twenty (20) working days any and all special reports, data, and information which the County requests that Contractor make as a routine or special request.

9.6 **Changes in Reports.** Contractor shall promptly provide TCCES with written reports of any changes in any of the information, reports, and/or records provided to County pursuant to this Contract.

9.7 **Corrections.** County may require Contractor to correct or revise any errors, omissions, or other deficiencies in any reports, data, information, and services provided by the Contractor to ensure that such reports, data, information and services fulfill the purposes of this Contract. Contractor shall make the required corrections or revisions without additional costs, charges, or fees to County.

9.8 **Legal Prohibition.** If Contractor is legally prohibited from providing any required or requested reports, data, or information, it shall immediately notify County, through TCCES, in writing of this fact. Such notice shall include specific identification of the basis of the prohibition, including statutory citations and citations to other legal authorities, as applicable, and shall be reviewed by County for final resolution.

9.9 **Annual Report.** Upon request, Contractor will provide County, through its Board members, an annual report which will contain the same data and information described in Subsections 8.2, 9.1, and 9.3 and be in the same format as that of the Reports described in Subsection 9.1. Performance measures, described in Subsections 8.2, 9.1, and 9.3, including any changes made by agreement of the Parties during any Contract Term, are incorporated and made a part of this Contract. At the request of County, Contractor will also include in the Annual Report additional data and information of the type described in Subsection 9.5. The Annual Report related to this Contract will be submitted by Contractor to Department no later than sixty (60) days following the ending date of the relevant Contract Term.

9.10 **Other Funding Sources.**

9.10.1 **Other Source Reports.** Upon request by County, Contractor shall provide County, through TCCES, copies of all evaluation and monitoring reports provided to Contractor from other funding sources listed under "Summary of Agency Revenue Sources" during the Contract Term.

9.10.2 **Loss of Funding.** In the event that Contractor incurs a termination or significant loss of funding, including a loss of 10% or more of Contractor's entire budget or any changes in total program funding that will significantly affect Contractor's ability to meet performance measures specific to this Contract, from sources other than County upon which Contractor depends for performance under this Contract, Contractor shall:

(a) Notify Department immediately in writing of such loss of funding, the amount involved and the services affected.

(b) Provide Department with thirty (30) days written notice if the decrease in funding requires the termination of this Contract, in whole or in part, such notice to include a description of the effect on services expected to result from such decrease. Notwithstanding the notice, if Contractor and County mutually agree in writing to changes to this Contract necessary to absorb said decrease/termination of funding, this Contract may be amended pursuant to Section 3.0. County will only agree to said amendment if the re-negotiation process results in the continued provision of services at an effective level as reasonably determined by County. Any decrease in services agreed to by County and Contractor shall also reflect a comparable decrease in the funding obligations of County set forth in Section 13.0 herein, as evidenced in writing in an amendment made pursuant to Section 3.0 of this Contract, said amendment to include the effective date of such change and the corresponding change to the payment(s) made by County to Contractor.

9.10.3 **Nonsupplantation.** Grant funds cannot be used to replace state or local funds that would otherwise be available for the project.

9.11 **Program Income.**

9.11.1 All program income is a percentage reflecting the relationship of County contract funds to the Contractor's total Safe Havens Grant budget. All program income, as defined at 28 C.F.R. Section 66.25, will be returned to County immediately upon being earned, as described in this Subsection. Program income is defined in 28 C.F.R. Section 66.25, Paragraph (b), as gross income received by Contractor and directly generated by a Grant supported activity or earned only as a result of the Grant agreement during the Grant period, except as otherwise specifically provided in 28 C.F.R. Section 66.25. Program income includes income from fees for services performed, from the use or rental of real or personal property acquired with Grant Funds,

from the sale of commodities or items fabricated under a Grant agreement, and from payments of principal and interest on loans made with Grant Funds. Except as otherwise provided in applicable federal regulations, program income does not include interest on Grant Funds, rebates, credits, discounts, refunds, or similar items or interest on any of them. The determination and disposition of Grant income is subject to 28 C.F.R. Sections 66.25 and 66.32. As used in this Paragraph 9.11.1, the phrase "during the Grant period" means the time between the effective date of the award and the ending date of the award reflected in the final financial report.

9.11.2 Contractor shall report on a monthly basis, and return to the County all program income received or accrued during the preceding month, which will be calculated taking into consideration the percentage relationship of County contract funds to Contractor's total annual budget. Alternative arrangements to this requirement may be made only upon written request to and written approval by the County.

9.11.3 Contractor shall include this Subsection 9.11 in its entirety, in all of its Subcontracts involving income-producing services or activities.

9.11.4 It shall be Contractor's responsibility to obtain from the County a prior determination as to whether or not income arising directly or indirectly from this Contract, or from the performance thereof, constitutes program income, and unless otherwise approved in writing by the County, the Contractor shall be responsible to County for the repayment of any and all amounts determined by the County to be program income.

9.11.5 Any program income (as defined in this Subsection 9.11) in possession of Contractor that has not been returned to County when this Contract expires or is terminated, or is received by Contractor after this Contract expires or is terminated, shall be transferred or paid to County in accordance with the provisions of this Contract.

9.12 **Due Dates.** County may extend the due date for any report required under this Section 9, if County determines that it will still be able to meet any applicable deadline specified by DOJ or OVW.

10.0 OUTSTANDING DEBT.

10.1 **Assignment for Taxes.** Notwithstanding anything to the contrary contained in this agreement, if Contractor is delinquent in the payment of property taxes, or of any taxes due to Travis County, at any time of invoicing for payment, Contractor hereby assigns any payment and/or advance to be made for services and activities provided to Eligible Clients under this Contract to the Travis County Tax Assessor-Collector for payment of delinquent taxes, and authorizes County to transfer those funds directly to the Travis County Tax Assessor-Collector. The terms of this Section 10.1 apply only insofar as allowed by the Grant.

10.2 **Disbursements to Persons With Outstanding Debt.**

10.2.1 Disbursements to persons with certain outstanding debts are prohibited by Section 154.045 of the Texas Local Government Code.

10.2.2 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:

- (a) the Contractor is notified in writing that the debt is outstanding; and
- (b) the debt is paid.

10.2.3 "Debt" as used in this Subsection 10.2 includes delinquent taxes, fines, fees, and indebtedness arising from written agreement with the County.

10.2.4 Contractor is hereby notified that County may apply funds County owes Contractor to offset or reduce the outstanding balance(s) of debt for which notice is made under Paragraph (a) above, if the notice includes a statement that the amount owed by the County to Contractor may be applied to offset or reduce the outstanding debt.

10.3 **Payment of Taxes.** Contractor agrees that neither federal, state, nor local income tax, nor payroll tax of any kind will be withheld or paid by County on behalf of Contractor or the employees of Contractor. Contractor will not be treated as an employee with respect to the services performed under the terms, conditions, and provisions of this Contract for federal and state tax purposes. Contractor accepts responsibility for the compensation of employees, withholding and payment of taxes, and for purchasing any liability, disability, or health insurance coverage deemed necessary by Contractor. Contractor understands that Contractor is responsible to pay, according to the law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that the Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law. The responsibilities described in this Subsection 10.3 shall also apply to all Contractor's subcontractor(s).

10.4 **Non-delinquency on Federal Debt.** Contractor, by signing this Contract, certifies that Contractor is not delinquent in repaying any federal debt; has not been judged to be in default on a federal debt; and has not had a judgment lien filed against it as a result of a federal debt. Failure to maintain this status will result in action by County up to and including termination of this Contract.

10.5 **Taxes.** County shall not be liable for state, local, or federal excise taxes or any other taxes of Contractor. Contractor must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Contractor is responsible for both federal and state unemployment insurance coverage and standard Workers' Compensation Insurance coverage. Contractor must comply with all federal and state tax laws and withholding requirements. County will not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or state withholding requirements.

VI. RESPONSIBILITIES AND OBLIGATIONS OF COUNTY

11.0 **COUNTY APPROVAL.**

Section 13.0 notwithstanding, the Parties expressly acknowledge and agree that County shall not be responsible for the costs of any services provided under this Contract that are not fully performed according to the terms, conditions, and provisions of this Contract to County's satisfaction and with County's approval, which shall not be unreasonably withheld.

12.0 **COUNTY OBLIGATIONS.**

12.1 **Current Revenue Funds.** County shall make payments of invoices for services to Contractor under this Contract from Grant Funds available to County, and from other Contract funds if approved by the Commissioners Court, in accordance with the Grant agreement ("Attachment A") and the remaining exhibits and attachments hereto. County is paying for the performance of governmental functions and services from current revenues made available to County from Grant Funds. The payment is in an amount that fairly compensates Contractor for the services or functions performed under this Contract.

12.2 **County Confidentiality.** County agrees to keep confidential at all times all information that identifies clients and personnel and any other information received from Contractor if required to do so by law.

12.3 **Immunity or Defense.** It is expressly understood and agreed by all Parties that, neither the execution of this Contract, nor any conduct of any representative of County relating to this Contract, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to County against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of any immunities from suit or liability that County may have by operation of law. Travis County hereby retains all of its affirmative defenses.

12.4 **County Training.** In exchange for and in the furtherance of certain services which may be provided by Contractor, County may, in certain instances, within applicable County guidelines and policies, and with Contractor's agreement, offer specific training to Contractor and/or Contractor's employees, agents, or authorized representatives. Additional opportunities for training may be made to Contractor contingent upon the successful completion of such training by County as determined by County, and to the extent determined necessary by County.

VII. FINANCIAL PROVISIONS

13.0 CONTRACT FUNDS.

13.1 Maximum Funds.

13.1.1 **Maximum Amount.** Subject to the requirements in Paragraph 13.1.2, Subsection 13.2, and other applicable terms, conditions, and provisions of this Contract, in consideration of full and satisfactory performance of the services and activities provided by Contractor under the terms, conditions, and provisions of this Contract, as determined by County, County shall provide Grant Funds not to exceed the following amount during the Contract Term:

\$372,461.00

Of this \$372,461.00 sum, the Contractor may use \$15,000 to engage in planning activities as described in Attachment A, from the effective date of this Contract. For the Contract Term, the County will pay Contractor \$372,461.00 or the amount authorized by OVW, with the amounts paid each year approved or authorized by OVW, and with payment contingent upon approval of the budget by OVW and release of funds to County. The amounts specified in this Paragraph 13.1.1 are agreed to be fixed ceiling amounts, and the contract amount shall not be considered as an "estimate-of-cost," "percentage-of-cost," or any kind of "cost-plus" sum, price, or amount. Contractor understands and agrees that this Contract is supported entirely by Grant Funds provided under the Supervised Visitation and Safe Exchange Grant Program and that the County is not obligated to provide any other funds under this Contract. In addition, the limitations set forth in this Paragraph 13.1.1 shall not be interpreted or construed to affect in any way any other contracts between the County and Contractor. The funds provided under this Contract shall be used only for the specific purposes described in this Contract including the exhibits and attachments hereto.

13.1.2 Budget.

(a) **General.** Grant Funds will be provided as further set forth in Attachments A, B, and C ("Budget"). Contractor expressly acknowledges and agrees that the maximum sum stated for the Contract Term in Paragraph 13.1.1 above is the maximum amount to be paid by County to Contractor during the Contract Term, except as specifically authorized otherwise in Paragraph 24 of Attachment A, and that the total costs of this Contract shall not exceed the total amount specified in Attachment A. In addition, the maximum sum for the Contract Term shall not exceed the amount included in the County budget and designated for the purposes of this Contract for the Contract Term, unless or until an increase in the County budget for the Contract Term is approved by Commissioners Court. If this Contract is extended under Section 2.0 hereof, it is

understood and agreed that the amount paid Contractor for the renewal/extension period shall be the amount approved by the Commissioners Court in its budget process for that fiscal year/renewal period, which is also the amount received by County from OVW for that year. The limitations set forth in this Paragraph 13.1.2(a) shall not be interpreted or construed to affect in any way any other contracts between the County and Contractor. Nothing in this Paragraph (a) shall be interpreted or construed to obligate or require the County to provide furniture, additional equipment, other items, or County funds under this Contract. In the event Grant Funds are withdrawn, decreased, or otherwise not provided to the County, the "not-to-exceed" amounts specified in 13.1.1 above shall be decreased accordingly.

(b) Grant Budget. A budget must be prepared for the Project and be submitted to the County for review prior to its start. The budget must be approved by County and is attached to this Contract as Attachments B and C. The Budget shall be prepared in a format that is acceptable to County and, in general, shall list the major cost elements of the Project with the estimated cost of each of those elements equaling in sum total the fixed total Project cost to be paid or reimbursed to the Contractor for that Project, as provided herein. The limitations set forth in this Paragraph 13.1.2(b) shall not be interpreted or construed to affect in any way any other contracts between the County and Contractor.

(c) Budget Adherence. Contractor shall adhere to the requirements of the Budget as approved by County, but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget as such changes are necessary and as provided for in Section 3.0, "Amendment," of this Contract, subject to Paragraph 24 of Attachment A and subject to 28 C.F.R. Section 66.30.

(d) Definition. As used in this Contract, unless the context indicates otherwise, the words "expend," "expended," and "expenditure" shall include all amounts obligated or committed by Contractor by written agreement (including unilateral purchase orders) for expenditure on the Project.

13.1.3 Grant Funds. Grant funds are provided under this Contract by the County through the U.S. Department of Justice Supervised Visitation and Safe Exchange Grant Program, which is administered by OVW. Should Grant Funds be withdrawn, decreased, or otherwise not provided to County, the County's "not-to-exceed" amounts in Section 13.0 above shall be decreased accordingly. County shall advise Contractor of any decrease in Grant Funds and shall not be responsible for payment of any expenses incurred for Grant Activities provided by Contractor after such notice. After such notice from County, Contractor shall immediately modify or reduce the scope of work or cease expenditures hereunder as directed. Notwithstanding Section 13.0, funds from any Grant funding source are available only during the term of that Grant, according to the terms of the Grant. All services shall be performed by Contractor in accordance with applicable DOJ/OVW requirements and all requirements of this Contract, and payment will be contingent thereupon.

13.1.4 Fiscal Year Limitations on Funding.

(a) Contractor expressly acknowledges and agrees that County funding obligations can **ONLY** be incurred for the portion of any Contract Term corresponding to a time period included in the approved budget for any one fiscal year.

(b) In no event shall any provision of this Contract or any agreement subject to this Contract be interpreted or construed to obligate the County beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period. Payments by County during the Contract Term or any renewal term shall be subject to the Fiscal Year limitations applicable to this Contract under Section 13.0.

(c) Funding provided through federal, state, or other grant or organization cannot exceed the term of such grant, including any extension(s) thereof, whether or not the term of the grant corresponds to the County fiscal year.

13.1.5 County Payment. County agrees, and Contractor acknowledges, that determination of allowable expenses and payment of Contract Funds will be directed by County Department. Contractor also agrees that, unless otherwise specifically provided for in this Contract, payment by County under the terms, conditions, and provisions of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by County.

13.2 Debts Out of Term. County shall not be liable for costs incurred or performances rendered by Contractor before or after the Contract Term; or for costs not billed to County within the applicable time frame set forth in this Contract; or for any payment for services or activities not provided pursuant to the terms, conditions, and provisions of this Contract, including applicable Grant requirements, and the remaining exhibits and attachments hereto. Contractor shall not be advanced any funds under this Contract.

13.3 Payments to Contractor.

13.3.1 Payment(s) - Reimbursement Costs.

(a) Invoices.

(i) Monthly Invoice. Each month during any Contract or Renewal Term, Contractor shall file, within the time limits set forth in this Paragraph 13.3.1, a complete and correct invoice (as determined by County Department) pursuant to this Paragraph 13.3.1 and Paragraph 13.3.2 below and complete backup documentation as required under this Contract. Contractor understands and agrees that additional documentation supporting Contract expenses, such as signed timesheets, invoices, receipts, cancelled checks, payrolls, purchase orders, Contract and Grant documents, and other information will be reviewed by County when received with the invoice and during monitoring visit(s), or at any other time and that additional reporting requirements may be implemented by County at any time that such monitoring or review reveals a need for such documentation or information, as determined by County.

(ii) Timely Filing of Invoice. Each Invoice shall be filed with the TCCES within fifteen (15) days of the end of the month for which services are provided. Any delay by Contractor in the filing of the complete and correct Invoice may impact the ultimate receipt of payment by Contractor. County shall pay Contractor for authorized expenditures, as determined and approved by County Department, and reported in that Invoice, in accordance with this Subsection 13.3.

(iii) Content. Each Invoice must include, at a minimum, that information set forth in Paragraphs 13.3.1 and 13.3.2, and other applicable terms, conditions, and provisions of this Contract.

(iv) Actual Costs. Contractor may only invoice County for the actual costs incurred pursuant to the terms, conditions, and provisions of this Contract.

(b) Complete and Correct Invoice. Contractor understands and agrees that the payment by County of the Invoice amount will only be made where a complete and correct Invoice is determined by County to have been filed.

(i) Contractor Corrections. If County determines that corrections and/or changes to the Invoice are necessary, the Invoice will be returned to Contractor and those corrections or changes must be made by Contractor prior to the Invoice certification by County for payment. If the completion of those corrections and/or changes by Contractor and subsequent re-submission to TCCES result in the delay of the certification of any Invoice by TCCES, Contractor understands and agrees that the time for payment under the Texas Prompt

Payment Act will not begin to run until that invoice has been corrected so that it is, as determined by TCCES, correct and complete as necessary for certification by TCCES and submission to the County Auditor. The time for payment under the Prompt Payment Act will only begin at the time of receipt by TCCES of what is determined to be a complete and correct Invoice.

(ii) County Correction. At any time that County discovers a discrepancy in an invoice that would result in Contractor receiving up to Five Dollars (\$5.00) less than the amount invoiced, County may contact Contractor for written permission (via email or fax) to adjust the invoice according to the County's determination. Upon receipt of such written permission, County may adjust the invoice as agreed to by Contractor and Contractor agrees to accept the resulting payment as payment in full; no further accounting will be made nor will any future payments be adjusted related to the amount so waived by Contractor under this provision. This provision allowing for correction by County of an Invoice will ONLY apply where the County's determination of money to be paid to Contractor is less than the total amount shown on the Invoice; at any time that the discrepancy involves an increase in the amount to be paid, the Invoice will be returned to Contractor for correction, and the time for payment under the Prompt Payment Act will only begin to run after receipt of a correct and complete invoice by TCCES.

13.3.2 Invoices. All payments under this Contract are subject to the Texas Prompt Payment Act, TEX. GOV'T CODE ANN. § 2251 and shall be made by check or warrant by County upon Contractor's satisfactory performance of services under this Contract, as determined by County, and within thirty (30) days after County's receipt of the correct and complete Invoice. At a minimum, correct and complete invoices shall include: (i) name, address and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County contract or purchase order number; (iii) identification of services provided under this Contract as outlined in this Contract including the exhibits and attachments hereto; (iv) identification of costs, expenses, fees, and charges for services and other items paid for by Contract Funds in accordance with this Contract including the exhibits and attachments hereto; (v) any additional payment information called for by this Contract. Each Invoice must also be accompanied by complete backup documentation to support costs, expenses, fees, and charges set forth in the Invoice, including, without limitation, cancelled checks, paid bills, payrolls, signed time and attendance records, costs of supplies, costs of equipment, related invoices, travel documents, expense reports, and other documentation described in Paragraph 13.3.1(a)(i), and other documentation justifying the costs, expenses, fees, and charges set forth in the Invoice. County will not pay invoices that are in excess of the amount authorized by the purchase order. All invoices shall be submitted to Ms. Gretta Gardner (or her successor), Safe Havens Grant Director, TCCES, P.O. Box 1748, Austin, Texas 78767. Payment shall be deemed to have been made on the date of the mailing of the check or warrant.

13.3.3 Payment Limits. County shall not be liable to Contractor for any costs incurred by Contractor in the performance of this Contract which are not invoiced to County under the applicable terms, conditions, and provisions of this Contract, and which are not invoiced to County within sixty (60) days following the provision of the service or sixty (60) days following the termination of the Contract Term or the Contract renewal term during which such services were provided, whichever occurs first. Costs invoiced by Contractor on or after the 61st day following the termination of the applicable Contract Term, whether the Contract Term or a renewal term, shall be considered disallowed and may not be paid by County.

13.4 Financial Standards.

13.4.1 Grant Funding Standards. Contractor shall perform in a satisfactory manner financial activities in accordance with all applicable state, federal, and other applicable Grant requirements, including financial requirements in Office of Management and Budget (OMB) Circulars A-87, A-102, A-110, A-133, and Texas' Uniform Grant Management Standards, and any other standards which may be added by applicable law, rule, regulation, or Grant during the Contract period including the contract term and any renewal term(s).

Contractor shall, and shall require all Subcontractors to, comply with the applicable policies, guidelines, and requirements of OMB Circular A-110 as implemented in 2 C.F.R. § 215 and OMB Circular A-122, as implemented by 2 C.F.R. § 230, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Contractor agrees to adhere to the accounting principles and procedures referenced above and to utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

13.4.2 Financial Procedures. Contractor agrees, and agrees to require all Subcontractors to agree, to perform all Grant activities pursuant to procedures developed by the County Auditor, including financial reporting, record-keeping, and site visit protocols for Contractor as subrecipient and for Contractor's Subcontractors. Should Contractor or Subcontractor(s) disagree with such a procedure or protocol and such disagreement cannot be resolved by discussion with the County Auditor, the Contractor or Subcontractor's sole remedy is to terminate this Contract pursuant to Sections 18.0 and 19.0.

13.4.3 Fiscal Reports. In addition to reporting requirements in Section 9.0 (and other applicable provisions), Contractor shall provide reports on financial operations as reasonably requested by the County Auditor when necessary to monitor financial activities under the terms of an applicable Grant.

13.4.4 Basis of Accounting. Contractor shall perform financial activities in a satisfactory manner and in accordance with a basis of accounting consistent with state and federal law.

13.4.5 Maintenance of Funds. Contract Funds must have a separate accounting, and cannot be commingled with other funds. The Contractor shall deposit and maintain all monies received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting fund or a general fund with a specific chart of accounts which reflects and identifies revenues and expenses and their respective sources for the monies received under this Contract from County. Contractor agrees to provide County with copies of specific chart(s) of account(s) maintained under this Paragraph 13.4.5, upon request of County.

13.4.6 Internal Control.

(a) Internal Systems. Contractor shall establish, maintain, and utilize internal control systems and procedures reasonably sufficient to prevent, detect, and/or correct incidents of waste, fraud, abuse, or other fiscal mismanagement and to provide for the proper and effective management of all program and fiscal activities funded by this Contract.

(b) Documentation. Contractor's internal control systems, all transactions, and other significant events must be clearly documented and the documentation must be made readily available for monitoring by County. Such documentation must be complete and accurate.

(c) Evidence of False Claim. Contractor must promptly provide information to County of any credible evidence that an employee, principal, agent, contractor, subcontractor, subgrantee, or other person has submitted a false claim for Grant Funds under the False Claims Act, or committed a civil or criminal violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Grant Funds. Potential fraud, waste, abuse, or misconduct should be reported to the Office of the Inspector General, U.S. Department of Justice, Investigations Division, at the street address or email address set forth in the Grant Award document (Attachment A).

(d) System Failure. County may withhold payment and immediately suspend Contractor's performance of this Contract if County identifies possible instances of fraud, abuse, waste, fiscal mismanagement or other serious deficiencies in Contractor's performance. Suspension shall be a temporary

measure pending the corrective action by Contractor or a decision by County to terminate this Contract. Contractor shall fully cooperate with County's efforts to detect, investigate, and prevent waste, fraud, abuse, and other fiscal mismanagement, and shall immediately notify County of any identified instances of waste, fraud, abuse, or fiscal mismanagement.

13.4.7 Fiscal Records. Contractor shall create and maintain all fiscal records in accordance with Subsection 8.3 hereof.

13.4.8 Source of Funds. The Parties agree that Grant Funds under this Contract are provided under the Supervised Visitation and Safe Exchange Grant and are Contract funds under this Agreement.

13.4.9 Financial Grants Management Guide. Contractor must comply with the financial and administrative requirements set forth in the current edition of the OVW Financial Grant Management Guide.

13.4.10 Prohibited Use. Grant Funds may not be used, directly or indirectly to support any contract or subaward to the Association of Community Organizations for Reform Now ("ACORN"), without the prior, express written approval of OVW.

13.5 Disallowed Costs. Contractor understands and agrees that pursuant to 28 C.F.R. § 66.51, Paragraphs (a) and (b), OVW may recover disallowed costs and other Grant Funds on the basis of a later audit or review or on the basis of corrections or other transactions. In the event OVW requests such a refund from County, County will request a refund from Contractor in the same amount to cover the requested refund, and Contractor shall promptly return the requested refund to County.

14.0 ALLOWABLE COSTS.

14.1 Direct Performance. References to reimbursable costs in this Contract refer only to those costs or expenses authorized to be paid by County to Contractor under the terms, conditions, and provisions of this Contract with Contract Funds. Costs shall be considered allowable only if, as determined by County, those costs are:

- (a) incurred directly and specifically in the performance of this Contract; and
- (b) incurred pursuant to all requirements of this Contract; and
- (c) incurred in conformance with budget documents attached hereto and in accordance with the accounting and auditing standards described in this Contract;
- (d) if paid with Grant Funds, incurred in conformance with and as authorized under the terms of the Grant;
- (e) incurred and paid as set forth in Paragraph 13.1.5.

14.2 Indirect Costs. Indirect Costs, as defined by generally accepted accounting principles, are not considered to be allowable costs under this Contract. . In addition, the limitations set forth in this Subsection 14.2 shall not be interpreted or construed to affect in any way any other contracts between the County and Contractor.

14.3 Specific Prior Authorization. Notwithstanding Subsection 14.1 hereof, Contractor understands and agrees that, in order to be considered reimbursable under this Contract, any cost or expense **MUST** be included and identifiable in Contractor's budget document attached to this Contract as Attachment C. Despite that requirement, the County may authorize an expense which is not in Contractor's budget, in accordance with Paragraph 14.3.1 hereof. The following Paragraphs contain additional requirements regarding certain Contract expenses:

14.3.1 Items NOT in Contractor's Budget. Notwithstanding Subsection 14.1, if the following are NOT in Contractor's specific budget documents, County's prior written authorization, through County Department, by the Manager, with the County Auditor's approval, is required in order for the following to be considered allowable costs, and therefore reimbursable under this Contract:

(a) Purchases of any non-expendable Capital Acquisition Property which meets the following criteria:

(i) property with a value of more than Five Hundred Dollars (\$500.00): Fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubators.

(ii) any other tangible non-expendable property with a value of more than Five Thousand Dollars (\$5,000.00).

(b) Alteration or relocation of facilities.

(c) The acquisition of all consultant or professional services, as may be approved under the terms, conditions, and provisions of this Contract.

All consultant or professional services must be documented utilizing adequate, detailed, documentation as determined by the County Auditor's office.

14.3.2 Notification. Contractor shall provide County, through TCCES, written notification of any change in vendors' or subcontractors' status (including consultants) identified in Contractor's budget, prior to submission of an invoice related to such vendor or subcontractor, in order to ensure payment.

14.3.3 Failure to Obtain Approval. Any costs which are described by Paragraph 14.3.1 and which are incurred by Contractor without the required written approval of TCCES and the County Auditor shall be disallowed and may not be paid by County. Notwithstanding any term, condition, or provision of this Contract to the contrary, the Department cannot authorize as an allowable cost items which are not allowable under the terms, conditions, and provisions of this Contract or under the terms of any applicable Grant funding agreement, or items which have not received an authorized budget appropriation.

14.4 **Out-of-Town Travel Expenses.** Out-of-town travel is subject to the County's travel policy and shall be approved/reimbursed pursuant to said policy and this Subsection 14.4. All out-of-town travel expenses must be incurred and paid in accordance with the County's travel policy and this Subsection 14.4. All references in this Subsection 14.4 to the County's travel policy include its current policy and any amendments thereto. The provisions of this Subsection 14.4 shall apply to the personnel of Contractor and the personnel of any subcontractor receiving Contract Funds hereunder.

14.4.1 Allowable Travel. In order to be considered a reimbursable expense under this Contract, all travel must be for a purpose directly related to the provision of services under this Contract (with supporting documentation available for review by County). Individual(s) included in travel must be employees or volunteers of SafePlace, or employees or volunteers of its subcontractor(s), who must participate in such travel in order to further the provision of services provided under this Contract. No travel expense shall be paid using Grant Funds unless authorized by the applicable Grant terms, or unless authorized by applicable statute or regulation. Final determination of the relationship between travel and services hereunder shall be made solely by County, and Contractor understands and agrees that, if Contractor is in doubt about the relationship of the

travel or participants to County services, it is the Contractor's obligation to secure County determination or risk such costs being disallowed by County.

14.4.2 Budget. Travel will be considered approved only if: (i) the expense of such travel is included in Contractor's budget; (ii) the expense of the travel is incurred in accordance with the Grant terms set forth in Attachment A, in accordance with applicable statutes, or in accordance with the County's travel policy, as applicable; and (iii) the details of the travel have been provided according to County's Travel Policy and are accompanied by required documentation. An example of the County Travel Encumbrance Form is set forth in Attachment H. The Contractor understands and agrees that both the County's travel policy and the attached Travel Form may be amended by County, and in the event of an amendment, the policy and the form, including amendments, shall continue to apply to out-of-town travel. If a travel form has not been completed and included in this Contract, then an approved Travel Form must be completed and submitted to County through the County Department for written approval by the Manager or her designated representative prior to the travel taking place. Contractor agrees to provide such information within a timeframe that will allow sufficient time for review and approval by County Department prior to departure. Expenses set out in the approved Travel Form must meet the requirements in Paragraph 14.4.4 below and must fall within the amount set forth in Contractor's budget for travel.

14.4.3 Failure to Obtain Approval. Any costs incurred related to travel without the approval required under this Subsection 14.4 shall be considered disallowed and may not be paid by County.

14.4.4 County Policies. Expenses for travel and attendance to destinations outside the City of Austin/Travis County are considered an allowable expense and will be reimbursable under this Contract, provided those expenses meet the requirements of this Section 14.0, and provided those expenses meet the following criteria, as shown by documentation provided/made available supporting compliance with these requirements):

(a) Mileage -

- Reimbursed at the annual standard rate set by the Internal Revenue Services.
- Starts from the employee's regular work place on business workdays and from the employee's home on non-work days and holidays.
- Travel out of county greater than One Thousand (1000) miles round-trip - transportation expenses are reimbursed in an amount not to exceed the cost of round-trip coach airfare in effect at the time of the travel encumbrance.
- Transportation expenses include lodging, meals and mileage incurred as a result of driving rather than flying.

(b) Air Fare -

- Not to exceed the rate of a non-refundable coach fare in effect at the time of the travel encumbrance

(c) Accommodations -

- Based on rates, plus taxes, quoted by the lodging place if government rates are not available.
- Supporting documentation of lodging place and quoted rates must be provided.

(d) Meals -

- Forty Six Dollars (\$46.00) per day including gratuities without receipts
- OR
- Up to Sixty Dollars (\$60.00) per day for meals and gratuities up to Fifteen (15%) if receipts are submitted
- Only if required to be away from home overnight
- No reimbursement for alcoholic beverages

(e) Incidental Expenses -

- Actual costs of car rentals, taxi fares, parking fees, and bus fares if receipts are attached
- Mileage for two round trips to airport if choose to get a ride instead of parking
- Cab fare to and from airport
- No reimbursement for extracurricular activities such as golf, tennis, entertainment, movies, tours or sport events
- No payment for fines for violation of the law such as parking tickets, speeding tickets, etc.
- No payment for food and/or beverages provided at meetings or in-house training

(f) Alternate Travel -

- May be reimbursed for alternate travel arrangements (transportation mode, accommodations, or schedule) provided that the cost is not greater than the least expensive alternative if pre-approved

Documentation must be provided and/or made available supporting compliance with the requirements set forth in this Subsection 14.4 or in the Grant Terms set forth in Attachment A. In the event of a conflict between the requirements and criteria set forth in this Contract, and the requirements and criteria set forth in the Grant Terms, the requirements and criteria set forth in the Grant Terms shall control. Out-of-town travel expenses which do not meet the requirements and criteria described in this Subsection 14.4 or described in the Grant award, as applicable, cannot be approved by the Manager, but would have to be taken to the Commissioners Court for approval prior to travel.

All out-of-town travel expenses must be included in Contractor's budget.

14.5 **Overtime Compensation.** Contractor may use any Contract Funds to pay overtime and/or the associated fringe benefits on such overtime if the overtime meets the following requirements:

- (a) Amount is included in the Contractor's budget; and
- (b) Amount is actually incurred by a Contractor employee who holds a position which is included in the budget for reimbursement by Contract Funds (as documented by a signed timesheet); and
- (c) Amount is incurred as a necessity in the provision of direct services provided under this Contract; and
- (d) Contractor maintains and implements a written policy concerning overtime compensation, which manages and controls the use of overtime to minimize the need for overtime compensation.

14.6 **Non-Allowable Costs.** The following are not reimbursable costs, whether incurred directly or indirectly in performance of this Contract:

- (a) Post Employment Benefits (OPEB) for employees, whether or not those costs are for current year benefits, prior year benefits, or future year benefits, except as otherwise specified in Attachment C.
- (b) Employee recognition, rewards, or awards other than performance pay pursuant to compensation schedules.
- (c) Entertainment and gifts, including meals or beverages, even if related to a business purpose. Notwithstanding this Paragraph (c), Contract funds may be used to pay for an employee's own meal and beverage expenses incurred during out-of-town trips or conferences related to services provided under this Contract, if properly budgeted and if incurred in accordance with the Grant Terms set forth in Attachment A, County's travel policy, and Subsection 14.4, and if approved by County.
- (d) Legislative consultant services.

- (e) Donations to non-profit or private organizations.
- (f) Legal services provided to Contractor.
- (g) General consulting services that are not directly provided as a specific program service.
- (h) Indirect Costs, as defined by OMB Circulars A-87 or A-122, as applicable.

15.0 RETURN OF CONTRACT FUNDS.

15.1 **Contractor Liability.** Contractor shall be liable to County and refund money paid and/or advanced to Contractor upon a determination by County that such payment:

- 15.1.1 has resulted in overpayment;
- 15.1.2 has not been spent strictly in accordance with Contract terms, conditions, and provisions;
- 15.1.3 exceeds the total expenditures actually reported by Contractor;
- 15.1.4 is to be disallowed pursuant to financial, performance and/or compliance audit(s);
- 15.1.5 was inappropriately transferred according to Section 17.0; and
- 15.1.6 was not authorized under applicable Grant terms and the terms of this Contract.

15.2 **Return of Funds.** Return of funds under this Section 15.0 shall be made by Contractor to County within thirty (30) days of request by County and from funds other than Contract Funds. County may offset the amount of any funds owed under this Section 15.0 against the payment to Contractor under this or any subsequent contract if the return of funds is not made within that thirty (30) day period.

15.3 **Refund upon Termination.** Upon termination or expiration of this Contract, should any expense or charge for which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring by County or OVW or DOJ or other federal agency, Contractor shall refund such amount to County within thirty (30) working days of written notice to Contractor specifying the amount disallowed. If Contractor fails to refund said disallowed payments within said thirty (30) working days, County may offset the amount of the disallowed payments against any payments made by County to Contractor under any subsequent contracts.

16.0 AUDIT.

16.1 **Annual Audit.** Unless otherwise authorized by County, through TCCES, under the terms of this Contract, Contractor shall arrange for the performance of an annual, financial audit of Contract Funds to be performed within 180 days of the Contractor's fiscal year end, subject to the following conditions and limitations:

16.1.1 Single Audit.

(a) **Single Audit Act Application.** For each Fiscal Year included within the Contract period specified in Section 2.0 of this Contract in which Contractor expends a total of Five Hundred Thousand Dollars (\$500,000) or more in federal awards from all sources, Contractor shall have an audit conducted in accordance with the Single Audit Act of 1996, 31 U.S.C.A. § 7501-7507 including amendments thereto, and OMB Circular No. A-133, as revised, "Audits of States, Local Governments and other Non-Profit Organizations."

(b) **No single Audit Act Application.** Contractors not subject to the Single Audit Act, and expending \$500,000 or more during the Contractor's fiscal year must have a full financial audit performed at Contractor's sole expense. If less than \$500,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

(c) **Performance Requirements.** The audit or review must be:

- (i) performed by an independent Certified Public Accountant ("CPA"), recognized by the regulatory

authority of the State of Texas and a member in good standing of the American Institute of Certified Public Accountants; and

(ii) made in accordance with generally accepted auditing standards and procedures for a non-profit organization, including OMB Circular A-133, as revised, and A-110 as applicable and auditing standards (including a Statement of Functional Expenses) as stated in the "American Institute of Certified Public Accountants Industry Audit Guide - Audits of Voluntary Health and Welfare Organizations;" and

(iii) provided for any/each of Contractor's Fiscal Years in which County Funds are provided.

16.1.2 Entire Operations Option. At the option of Contractor, each audit or review required by this Section 16.0 may cover either Contractor's entire operations or each department, agency, or establishment of Contractor which received, expended, or otherwise administered Contract Funds.

16.1.3 Notification. Contractor shall notify County of the projected submission date of each audit required by this Contract within forty-five (45) days before the last day of Contractor's fiscal year. Upon request of County, Contractor shall notify County of when its fiscal year begins and ends.

16.1.4 Financial Records. Contractor must maintain records which adequately identify the source and application of funds provided for those services purchased with Contract Funds. These records must contain information pertaining to authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income related to Contract Funds. Financial information must also be related to performance or productivity data, where appropriate and must meet the requirements of Subsection 8.4 hereof including references contained therein.

16.1.5 Copies. Contractor shall provide two (2) copies of its most recent report of the audit or review to County through TCCES, upon completion of the financial audit or review and within 180 days of the end of Contractor's fiscal year, unless County approves alternative arrangements in writing. In any event, such copies shall be provided no later than September 30 of each year in which Contract funds are received under this Contract. County Department will complete final review of such reports within a reasonable time after September 30 of each year upon receipt of such reports and may require Contractor to take corrective action within six (6) months after County's receipt of such reports. Copies of the report shall also include the auditor's opinion and letters to management. Reviews and audits performed under this Subsection 16.1 are subject to consideration and resolution by County or its authorized representative. Failure to provide such copies in a timely manner may result in delay of payment, suspension, or termination of the Contract by County unless Contractor is receiving Grant Funds and notifies County that a longer period is needed because of requirements directly related to Grant requirements.

16.1.6 Continued Obligation. The suspension, termination, or expiration of this Contract shall in no way relieve Contractor of the obligations to meet the requirements of this Section 16.0 in the manner or format prescribed by County.

16.1.7 Cost of Audit. Contractor understands and agrees that all or a portion of the cost of the annual audit as required under this Section 16.0 is the responsibility of the Contractor.

16.1.8 Audit Requirements. Any deficiencies noted in audit reports must be fully cleared by the Contractor within thirty (30) days after receipt by the Contractor of notice of such deficiencies. Failure of the Contractor to comply with the audit requirements in this Section 16.0 may result in the withholding of future payments.

16.1.9 As used in this Subsection 16.1, an "Annual Audit" refers to an audit conducted at least one time during each consecutive Three Hundred Sixty Five (365) day period.

16.2 **County Audit.** Notwithstanding Subsection 16.1, County reserves the right to conduct an annual financial, compliance, and/or performance audit or review of the Contract and/or Contract Funds, although such audit or review may also be conducted as often as necessary to meet applicable Grant requirements, and such audit or review shall be conducted in accordance with this Section 16.0, applicable federal laws and regulations, applicable state laws and regulations, and applicable County policy and rules. Contractor agrees to permit County or its duly authorized representative, at no charge to County, to audit or review Contractor's records and to obtain, at no cost or charge to County, any documents, materials, or information necessary to facilitate such audit or review.

16.3 **Facilitation.** Contractor shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to Subsection 16.2 hereof that County may require of Contractor. Such action shall include:

(i) provision of access to Contractor's facilities during Contractor's regular business hours, to enable County to conduct an audit or review, and the County shall consider reasonable times and places to review records or interview individuals;

(ii) provision of adequate and appropriate work space to County representatives or their designees;

(iii) making all requested records or other information directly available to representatives, or their designees, at no cost or charge to County, the designees or representatives; and

(iv) allowing County to interview individuals in the course of conducting the audit or review.

This Subsection 16.3 is subject to the confidentiality provisions set forth in Subsection 7.2 of this Contract.

16.4 **Contractor Records.**

16.4.1 **Content.**

(a) **General.** Records of Contractor, its subsidiaries, subcontractors, and affiliates subject to audit shall include, but are not limited to, accounting records, other fiscal records required under this Contract, financial statements, written policies and procedures, subsidiary records, subcontractor records, and any other records which are pertinent to revenue and related costs and expenses of this Contract. This includes, to the extent such detail will properly identify all revenues, all costs, including direct and indirect costs of labor, material, equipment, supplies, services and all other costs and expenses of whatsoever nature relating to this Contract (all the foregoing hereinafter referred to as "Records").

(b) **Required Records.** In addition to the fiscal records required by this Contract, Contractor shall maintain all records required by applicable federal and state laws and regulations for all work related to Grant activities, as prescribed by 28 C.F.R. pt. 70, subpart C, "Financial and Program Management," which governs fiscal records maintained by Contractor, and Contractor shall make such records available for audit or review by County and others as set forth in Section 16.0. The Contractor shall also maintain such records as are deemed necessary by the County to assure proper accounting for all costs, including expenditure of incentive monies if applicable. All of the records specified in this Section shall be retained as specified in Subsection 8.4 hereof.

16.4.2 **Subcontractors.** Contractor shall require all Subcontractors, sub-consultants, contractors, and suppliers related to this Contract to comply with the provisions of this Section 16.0, and any other provisions so designated within this Contract, by inserting the requirements herewith in any written contract agreements

executed between the Contractor and other related parties.

16.5 Grant Audit Requirements.

16.5.1 All records, books, documents, accounting procedures, or practices relating to Grant Activities and utilizing Grant Funds shall be subject to examination and/or audit in accordance with all applicable state and federal laws, rules, regulations or directives, by the County, the Grantor agency, OVW, DOJ, the Inspector General or any other duly authorized representatives as applicable during normal business hours, as often as deemed necessary to audit, examine and make excerpts or transcripts of all relevant data. Contractor shall direct that any Subcontractor with whom it has established a contractual relationship to discharge the Contractor's Grant obligations under this Contract to likewise permit the County and, if applicable, OVW, DOJ, the Inspector General or any of their duly authorized representatives, to have rights of access to, inspection of, and reproduction of all books and records of the Subcontractor(s) that pertain to Grant Activities provided under this Contract.

16.5.2 In addition to the fiscal records required under this Contract, Contractor shall maintain and retain such records as are necessary to fully disclose the extent of services provided under this Contract, including but not limited to, any daily activity reports, time distribution and attendance records, and other records which may show the basis of the allowable cost charges made by Contractor, and all such records shall be maintained for a period of three (3) years after the termination or expiration of this Contract, or until full and final resolution of all audit or review matters which arise before the expiration of the three (3) year period, whichever period is longer.

16.5.3 In order to comply with the monitoring and auditing requirements governing this Contract, Contractor is considered a subrecipient of federal Grant Funds under the applicable Grant Terms set forth in Attachment A. All accounting records shall identify the source of Grant Funds received by Contractor under this Contract as federal Grant Funds passed through County. Contractor must also identify the source of any funds received from any other grant sources on respective accounting records.

16.5.4 In addition to other requirements of the Contract, funds received pursuant to this Contract shall be audited in accordance with OMB Circular A-133, as revised and OMB Circular A-110, as applicable, by the Contractor's independent auditor. Contractor shall give the County two (2) copies of the entire auditor's report and management letter within sixty (60) days of the completion of the audit.

17.0 TRANSFER OF FUNDS. Notwithstanding Section 3.0, and as specifically applicable, Contractor may transfer funds without a written amendment to this Contract **ONLY** if **ALL** of the following requirements are met:

17.1 the transfer moves funds **ONLY** between line items within the SAME funding source (as set forth in Section 13.1.1) and program ("Program"). IF Contractor is uncertain as to the definition of "line item" and "program" as used in this provision, Contractor is responsible for contacting TCCES for a determination as to the applicability of this requirement to the Contractor's request for transfer; and

17.2 the cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than ten percent (10%) of the Contract total for that Program shown in Section 13.1; and

17.3 the transfer will not change the scope or objective of the program funded under this Contract, solely as determined by County through TCCES prior to transfer; and

17.4 Contractor submits a budget revision form reflecting such changes to the County through TCCES prior to, or simultaneously with, the submission of the Contractor's first monthly invoice to the County following the

transfer which shall reflect such changes.

17.5 Any specific grant requirements for such transfer have been met.

Contractor acknowledges and agrees that failure to meet the requirements of Subsections 17.1, 17.2, 17.3 and 17.4 may result in any transfer of funds being disallowed; as such, the disallowed amount will not be paid by County. If County determines that payment has been made incorrectly for expenses in violation of this Section 17.0, Contractor agrees to refund such payment in full to County within thirty (30) days of written request by County for such refund.

VIII. SUSPENSION/TERMINATION

18.0 **SUSPENSION.** If Contractor fails to comply with any term or condition of this Contract, including but not limited to failure to deliver reports required under this Contract and to make corrections required under this Contract, or if problems are revealed by an audit or review authorized under Section 16.0 of this Contract, or if the Commissioners Court requests a financial review or performance evaluation related to a reasonable cause to believe that Contractor is not using Contract Funds in compliance with the terms, conditions, and provisions of this Contract, County may, upon written notification to Contractor, suspend this Contract, in whole or in part, and withhold further payments to Contractor. Contractor agrees that Contractor shall not incur additional obligations of Contract Funds until Contractor is in compliance with the terms, conditions, and provisions of this Contract or the reports of the financial audit or review and/or program evaluation are completed and all exceptions noted in these reports are corrected to County's satisfaction.

19.0 **TERMINATION.**

19.1 **Reasons for Termination.** County shall have the right to terminate this Contract, in whole or in part, at any time before the date of termination specified in Section 2.0 of this Contract for the following reasons:

19.1.1 **Failure to Comply.** Contractor has failed to comply with any term, condition, or provision of this Contract, including, but not limited to, the failure to deliver reports required by this Contract, failure to make corrections required under this Contract, and failure to comply with the audit or review requirements set forth in Section 16.0 of this Contract;

19.1.2 **County Funding Out.** During the budget planning and adoption process, Commissioners Court fails to provide funding for this Contract for the following County Fiscal Year;

19.1.3 **Contractor's Ability to Perform.** County finds that Contractor is in a financial condition that endangers Contractor's ability to perform services and activities under this Contract; or, Contractor is delinquent in the payment of taxes, or in the payment of costs of performance of this Contract in the ordinary course of business; or Contractor is in a technical state of bankruptcy as defined by the Federal Bankruptcy Act and is subject to the appointment of a trustee, receiver, or liquidator for all or a substantial part of Contractor's property or is subject to the institution of bankruptcy, reorganization, rearrangement, or liquidation proceedings by or against Contractor;

19.1.4 **Contractor's Inability to Conform.** Contractor is unable to conform to changes required by federal, state, or local laws or regulations; or

19.1.5 **Beneficial Results.** County finds that Contractor is not producing results that are sufficiently beneficial to warrant continued expenditure of Contract Funds.

19.2 **Notification.** County Purchasing Agent shall notify Contractor pursuant to the "Notice" provisions of this Contract in writing at least thirty (30) calendar days before the date of termination of the decision to terminate; the

reasons for the termination; the effective date of the termination; and in the case of partial termination, the portion of the Contract to be terminated.

19.3 **Contractor Termination.** Contractor may terminate this Contract in whole or in part at any time, by giving County at least thirty (30) calendar days written notice pursuant to Section 23.0, if there is termination of significant other funding upon which Contractor depends for performance under this Contract, or if Contractor is dissolved only if the dissolution is not caused by a breach of this Contract. Contractor's notice shall include a complete explanation of the reasons(s) for termination under this Subsection 19.3 and designation of the effective date of termination. The Purchasing Agent shall notify Contractor in writing of acceptance of termination pursuant to this Subsection 19.3 upon finding that Contractor's claim(s) under this Subsection 19.3 have been established to County's satisfaction.

19.4 **Mutual Termination.** The Parties to this Contract have the right to terminate this Contract, in whole or in part, when the Parties agree that the continuation of the services and activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both Parties agree, in writing, upon the termination conditions, including the effective date of the termination; the provisions under which termination shall be accepted; and, in the case of partial termination, the portion of the Contract to be terminated.

19.5 **Correction.** At least thirty (30) days before the effective date of termination pursuant to any term, condition, or provision of this Contract, County shall notify Contractor in compliance with Section 23.0 of the reasons for termination, the effective date of termination and the portion of this Contract to be terminated. Where applicable, as determined by County, Contractor may avoid the termination of this Contract if Contractor corrects the causes and the reasons for termination stated in the notice, to the satisfaction of County, as determined by County, prior to the effective date of termination or an extended date if agreed to in writing by the Parties.

19.6 **Results of Termination.**

19.6.1 **Cancellation of Outstanding Orders.** Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or Subcontracts related to the performance of this Contract, or the part of this Contract to be terminated, and shall cease to incur costs under them. County shall not be liable to Contractor or to Contractor's creditors for costs incurred after termination of this Contract. County shall not under any circumstances be liable to Contractor's creditors or Subcontractors for any payments under this Contract.

19.6.2 **Continued Liability.** Notwithstanding any exercise by County of its right of suspension under Section 18.0 of this Contract or of early termination pursuant to this Section 19.0 or any other term, condition, or provision of this Contract, Contractor shall not be relieved of any liability to County for damages due to County by virtue of any breach of this Contract by Contractor, or for any amounts paid to Contractor by County and determined by County to be overpayment(s), disallowed payment(s), or payment(s) subject to refund under the terms, conditions, and provisions of this Contract. County may withhold payments to Contractor until the exact amount of damages or payments due to County from Contractor is agreed upon or is otherwise determined, and is paid in full.

19.6.3 **Transition.** Where applicable, at the end of the Contract period or at the time of any Contract termination or cancellation, the Contractor shall in good faith and in reasonable cooperation with County, aid in transition to any new arrangement or provider of services which have been provided under this Contract as necessary to protect Client interests.

19.7 **Immediate Termination.** Nothing in this Section 19.0, or any other term, condition, or provision of this Contract shall be interpreted or construed to limit County's authority to withhold payment and immediately suspend Contractor's performance under this Contract if County identifies possible instances of fraud, abuse, waste, fiscal

mismanagement, or other serious deficiencies in Contractor's performance. County shall not be liable for any costs incurred by Contractor during suspension of this Contract under Paragraph 13.4.6 hereof or this Subsection 19.7.

19.8 **Grant Funds.** Notwithstanding the termination provisions set forth in this Section 19.0 and other provisions of this Contract, if there is a conflict between such termination provisions and any applicable termination provisions in the Grant terms and conditions set forth in Attachment A, the termination provisions in Attachment A shall control to the extent of the conflict.

19.9 **Discontinuance of Grant Funds.** Notwithstanding any term, condition, or provision of this Contract, this Contract shall terminate simultaneously with the discontinuance or withdrawal of federal Grant Funds, with the effective date of termination determined by the grantor, and with no further liability or obligation to Contractor hereunder.

IX. MISCELLANEOUS PROVISIONS

20.0 **INDEPENDENT CONTRACTOR.** The Parties expressly acknowledge and agree that Contractor is an independent contractor and assumes all of the rights, obligations, and liabilities applicable to it as an independent contractor. No employee of Contractor shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies. Although County and Contractor will work in collaboration to achieve the goals and objectives of the supervised visitation and safe exchange program, the relationship of County and Contractor under this Contract is not and shall not be construed or interpreted to be a partnership, joint venture, or agency. The relationship of the Parties shall be an independent contractor relationship. Neither Party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

21.0 **SUBCONTRACTS.**

21.1 **Prior Approval.** Contractor shall not enter into any Subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County through the Purchasing Agent. Approval of this Contract will constitute approval as required by this Subsection 21.1 for those Subcontractors specifically identified in this Contract, including the exhibits and attachments hereto.

21.2 **Contractor Responsibility.**

21.2.1 **Subcontractor Compliance.** Contractor is wholly responsible to County for the performance under this Contract, whether such performance is provided directly by Contractor or indirectly by any Subcontractor. Contractor is responsible to County for the performance of any Subcontractor, and shall monitor both financial and programmatic performance and maintain pertinent records concerning Subcontractor(s) that shall be available for inspection by County. Contractor shall ensure that its Subcontractors comply with all applicable terms, conditions, and provisions of this Contract (including terms, conditions, and provisions related to records and reports), as if the performance rendered by the Subcontractor was being rendered by the Contractor. Contractor shall inspect all Subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner pursuant to the terms, conditions, and provisions of this Contract.

21.2.2 **Subcontract Terms.** Contractor agrees that all Subcontracts will include provisions which require compliance with all applicable federal, state, and local laws, rules, regulations, and policies (including, but not limited to, those provisions related to Civil Rights and Affirmative Action compliance), and with all applicable terms, conditions, and provisions of this Contract, and with any provisions such as may be reasonably

requested by County. Subcontracts shall also include provisions ensuring the following:

(a) The disclosure of any other contracts with County at the time the Contract is signed or at any time during the Contract Term. If such Contract exists, Subcontractor shall warrant and agree that Subcontractor will report and receive payment for each service/participant only from Contract funds under this Contract; and that there will be no duplicate payments for those services/participants reported under this Contract from any other sources or from County under any other contract or agreement.

(b) Agreement:

(i) to reasonably cooperate with any County inquiry or investigation into Subcontractor and/or participant complaints; and

(ii) to maintain confidentiality of information and security of all records as required by law; and

(iii) that Contractor has the sole responsibility for payment for services and/or goods rendered by Subcontractor; and in the event of non-payment, insolvency, or cessation of operations, Subcontractor's sole recourse or remedy against Contractor will be through Contractor or the bankruptcy estate of Contractor; and

(iv) that County is not liable for any payment to Subcontractor; and

(v) warrant that Subcontractor has systems in place to identify and document services to participants according to different funding sources; and

(vi) warrant that service/participant for which County pays will not also be paid for by any other funding source or by County under any other contract, consistent with applicable reporting requirements of this Contract; and

(vii) assure Contractor's ability to meet all Contract requirements, including but not limited to reporting requirements; and

(viii) comply with all provisions of this Contract in its entirety, to be included and made a part of any Subcontract executed in the performance of this Contract.

21.3 **Contract Limitation.** This Contract sets out the agreements and obligations between County and Contractor only, and does not obligate County in any way to any of Contractor's Subcontractors, nor to any other third party. This Contract creates no third party beneficiary rights as between County and any of Contractor's Subcontractors. Contractor has the sole responsibility for payment for services rendered and/or goods provided by Subcontractors, with Subcontractor's sole recourse or remedy against Contractor or Contractor's bankruptcy estate in the event of Contractor non-payment, insolvency, or cessation of operations. County shall not under any circumstances be liable to Contractor's creditors or Subcontractors for any payments under this Contract. Contractor agrees to include notice of the requirements in this section in every Subcontractor agreement.

21.4 **Opportunity.**

21.4.1 Historically Underutilized Business (**HUB**). Contractor agrees to make a "good faith" effort to take all necessary and reasonable steps to insure HUBs the maximum opportunity to be Subcontractors under this Contract where HUB Subcontractors exist. Contractor must report all expenditures made to HUB Subcontractors to the County Purchasing Agent. Failure by Contractor to make such good faith effort to employ HUBs as Subcontractors constitutes a breach of this Contract and may result in termination. The

Parties agree that HUB requirements and determinations will be made by the County Purchasing Agent, and that Contractor will contact the County Purchasing Agent with any questions regarding this provision.

21.4.2 **Women and Minority Owned Businesses (W/MBE).** Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) of which is owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

21.4.3 **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement.** Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

21.5 **Level of Service.** Contractor will ensure that the provision of timely and quality professional services by individuals, agencies, or other Subcontractors meets or exceeds applicable licensing and regulatory standards for the service provided and will provide County relevant documentation of such licenses upon request.

21.6 **Payment to Subcontractor(s).** Contractor shall make its best effort to pay Subcontractor(s) for undisputed claims for services rendered or goods provided, within five (5) business days of receipt of payments from County corresponding to those services under the terms of this Contract. This Subsection 21.6 refers only to obligations under this Contract between County and Contractor, and does not operate to contradict or change the provisions in Subsection 21.3.

21.7 **Central Contractor's Registration (CCR).** Contractor must assure that subcontractor is currently registered or will register in the federal CCR database and maintain an active registration for the duration of the grant.

22.0 **MONITORING.**

22.1 **County Monitoring.** County, either directly or through TCCES, reserves the right to perform periodic on-site monitoring of Contractor's (and Subcontractors') performance under this Contract and compliance with the terms, conditions, and provisions of this Contract, and of the adequacy, effectiveness, and timeliness of Contractor's performance under this Contract. Such monitoring visit may include review of any and all performance activities as well as any and all records or other documentation maintained in relation to Contractor's performance under this Contract. Within sixty (60) days of each monitoring visit, County shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms, conditions, and provisions of this Contract, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take action specified in the monitoring report prior to the deadlines specified by County. Failure to take required actions, make corrections, or make other required changes in a timely manner may result in termination of the Contract by County. County may provide technical assistance to Contractor and may request changes in Contractor's accounting, administrative and management procedures in order to correct any deficiencies noted.

22.2 **Subcontractor Monitoring.** Notwithstanding any term, condition, or provision of this Contract allowing County to monitor a subcontractor, Contractor will monitor all subcontracted services and/or goods on a regular basis to assure Contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

23.0 NOTICES.

23.1 **Requirements.** Except as otherwise specifically noted herein, any notice required or permitted to be given under this Contract 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 hereinafter specified.

23.2 **County Address.** The address of County for all purposes under this Contract shall be:

Gretta Gardner, Safe Havens Grant Director (or her successor)
Travis County Counseling & Education Services Department
P.O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail not required):

Caryl Colburn, Counseling & Education Services Director (or her successor)
Travis County Counseling & Education Services Department
P.O. Box 1748
Austin, Texas 78767

and

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

and

Susan Spataro, County Auditor (or her successor)
Travis County Auditor's Office
P.O. Box 1748
Austin, Texas 78767

23.3 **Contractor Address.** The address of the Contractor for all purposes under this Contract and for all notices hereunder shall be:

Julia Spann, Executive Director
Travis County Domestic Violence and Sexual Assault Survival Center, d/b/a SafePlace
P.O. Box 19454
Austin, Texas 78760

23.4 **Change of Address.** Each Party, including all persons listed in this Section 23.0 may change the address for notice to it by giving notice of the change in compliance with this Section 23.0. Any change in the address, including a change in the Contractor's Executive Director or Chairperson of the Board of Directors, shall be reported to the Manager and the Purchasing Agent within twenty (20) days of the change.

23.5 **Change of Name and/or Identity.** Contractor shall notify the Purchasing Agent and Manager immediately in writing, and in advance where possible, of any significant change affecting the Contractor, including change of Contractor's name or identity, ownership or control, payee identification number, and other significant

changes. Failure to provide such information in a timely manner may delay payment under this Contract or result in other action by County regarding Contractor's status under this Contract. No change in the obligations of or to Contractor will be recognized until it is approved by the Commissioners Court. Failure to timely provide notice under this Subsection 23.5 may result in delay of payment for which County shall not be liable to Contractor or any subcontractor(s).

24.0 PROHIBITIONS.

24.1 **Forfeiture of Contract.** If Contractor has done business with a Key Contracting Person as listed in Exhibit "A" to Attachment F during the 365 day period immediately prior to the date of the Ethics Affidavit ("Attachment F") or does business with any Key Contracting Person at any time after the date of the Ethics Affidavit during the Contract Term and prior to full performance of this Contract, Contractor shall forfeit all County benefits of this Contract and County shall retain all performance by Contractor and recover all consideration, or the value of all consideration, paid to Contractor pursuant to this Contract. Contractor shall notify County of any change in the information submitted with this Contract as to the Ethics Affidavit within twenty (20) days of such change throughout the Contract Term.

24.2 **Conflict of Interest.**

24.2.1 Contractor shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of Contractor, or member of Contractor's governing body, who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to these activities has or may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, Subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

24.2.2 If required under Chapter 176, Texas Local Government Code, Contractor shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Contractor shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Contractor shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The Contractor should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Contractor, Contractor shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

24.3 **Solicitation.** Contractor warrants that no person or selling agency was or has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability or, in its discretion to, as applicable, add to or deduct from the Contract price or other consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

24.4 **Gratuities.** County may cancel this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the awarding of this Contract. In the event this Contract is cancelled by County pursuant to this provision, the County shall be entitled, in addition to any other rights and

remedies, to recover from Contractor a sum equal in amount to the cost incurred by Contractor in providing such gratuities. Contractor's employees, officers, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Subcontractors or potential Subcontractors. Contractor shall establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

24.5 **Nepotism.** Contractor agrees that it will comply with the guidelines set forth for public officials under TEX. GOV'T CODE ANN, Ch. 573, by ensuring that no officer, employee, or member of the governing body of Contractor shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

25.0 **ASSIGNABILITY.**

25.1 **Written Approval.** No Party may assign any of the rights, duties, or obligations created by this Contract, in whole or in part, without the prior written approval of the other Party. This provision includes assignment, sale, merger, or any other action resulting in any change in the status of Contractor. It is acknowledged by Contractor that no officer, agent, employee, or representative of County has any authority to assign this Contract or any part of this Contract unless expressly granted that authority by the Commissioners Court. Submission of a request for approval under this Subsection 25.1, "Assignment," shall be made in writing to the Manager, with copies to the TCCES Director and the Purchasing Agent. Failure to secure the approval required in this Subsection 25.1 may result in delay of payment or other sanctions for which County shall not be liable.

25.2 **Binding Agreement.** Subject to Subsection 25.1, this Contract shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this Contract.

26.0 **LEGAL AUTHORITY.**

26.1 **Contractor Authority.** Contractor guarantees that Contractor possesses the legal authority to enter into this Contract, receive funds authorized by this Contract, and to perform the services Contractor has obligated itself to perform under this Contract.

26.2 **Signors.** The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, do hereby warrant and guarantee that he, she, or they have been duly authorized by Contractor to sign this Contract on behalf of Contractor and to bind Contractor validly and legally to all terms, conditions, provisions, and performances in this Contract.

26.3 **Suspension.** County shall have the right to suspend or terminate this Contract without liability to Contractor or any subcontractor(s), if there is a dispute as to the legal authority of either Contractor or the person signing this Contract to enter into this Contract, to render services and other performances under it, or to sign this Contract. Contractor and any person signing this Contract are liable to County for any money disbursed by County for performance of the provisions of this Contract, if County has suspended or terminated this Contract for breach of Subsections 26.1 or 26.2.

27.0 **INTERPRETATIONAL GUIDELINES.**

27.1 **Computation of Time.** When any period of time is stated in this Contract, 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.

27.2 **Number and Gender.** Words of any gender in this Contract shall be interpreted or construed to

include any other gender and words in either number shall be interpreted or construed to include the other unless the context in the Contract clearly requires otherwise.

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

27.4 **Interpretation.** In the event any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or construction of this Contract or meaning of any term, condition, or provision in this Contract, or the rules, regulations, laws, codes, or ordinances governing this Contract, the County, as the Party ultimately responsible to DOJ and OVW for matters of compliance, shall have the final authority to render or secure an interpretation or construction. In addition to other applicable federal statutes and regulations, this Contract is subject to 28 C.F.R. pt. 66 and 28 C.F.R. pt. 90, as determined by DOJ and OVW, except where these regulations provide for the inapplicability to contracts of this type.

27.5 **Statutes and Regulations.** All references to statutes and regulations in this Contract include such statutes and regulations in their current form or as amended.

27.6 **Costs.** All references to "costs" in this Contract include costs, expenses, fees, and charges covered by this Contract including the exhibits and attachments hereto.

28.0 **OTHER PROVISIONS.**

28.1 **Exemption From County Purchasing Act.** Pursuant to TEX. LOC. GOV'T CODE ANN. § 262.024, Commissioners Court hereby orders that this Contract is exempt from the requirements of the County Purchasing Act because it is a Contract for the purchase of personal or professional services or meets other requirements for exemption pursuant to applicable law.

28.2 **Survival of Conditions.** Applicable terms, conditions, and provisions of this Contract, as determined by County, shall survive beyond termination or expiration of this Contract until full and complete compliance with all aspects of these terms, conditions, and provisions has been achieved where the Parties have expressly agreed that those terms, conditions, and provisions should survive any such termination or expiration, or where those terms, conditions, and provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration, or where those terms, conditions, or provisions by their nature are performable after expiration or termination of this Contract. In addition, the requirements in 28 C.F.R. § 66.51 shall survive termination or expiration of this Contract.

28.3 **Non-Waiver of Default.** One or more acts of forbearance by any Party to enforce any term, condition, and provision of this Contract or any payment, act, or omission by any Party shall not constitute or be construed as a waiver of any breach or default of any other Party which then exists or may subsequently exist.

28.4 **Reservation of Rights.** If any Party to this Contract breaches this Contract, the other Party shall be entitled to any and all rights and remedies provided for by Texas law and any applicable federal laws or regulations. All rights of County under this Contract are specifically reserved and any payment, act, or omission shall not impair or prejudice any remedy or right to County under it. The exercise of or failure to exercise any right or remedy in this Contract of County or the failure to act in accordance with law based upon the other Party's breach of the terms, conditions, provisions, and covenants of this Contract, or the failure to demand the prompt performance of any obligation under this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

28.5 **Law and Venue.** This Contract shall be governed, interpreted, and construed in accordance with the laws of the State of Texas and in accordance with applicable federal laws, and all obligations under this Contract shall be performable in the City of Austin, Texas or in Travis County, Texas, exclusively. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County and the City of Austin.

28.6 **Severability.** If any portion of this Contract is ruled invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of it shall remain valid and binding. If federal, state, or local laws or other requirements are amended or judicially interpreted or construed so as to render continued fulfillment of this Contract, on the part of either Party, substantially unreasonable or impossible, and if the Parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the Parties shall be discharged from any further obligations created under the terms, conditions, and provisions of this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

28.7 **Political Activity.**

28.7.1 **County Requirement.** Contractor shall not use any of the performance under this Contract or any portion of the Contract Funds for any activity related to influencing the outcome of any election for public office, or any election, or the passage, defeat, modification, or repeal of any legislative measure or any political activity, lobbying, or political patronage. This prohibition shall not be interpreted or construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any federal, tribal, or territorial public officials, employees, or agencies, or to any citizen, information in the hands of the employee or official not considered under law to be confidential. No Contract Funds may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of the government of Contractor, the State of Texas, a county, or the government of the United States.

28.7.2 **Grant Requirement.**

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid 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 this federal contract, grant, loan, or cooperative agreement, Contractor (including subcontractors) will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) Contractor will require that the language of this Paragraph 28.7.2 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractor(s) shall certify and disclose accordingly.

(d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, U.S.C.A. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more

than One Hundred Thousand Dollars (\$100,000) for each such failure.

(e) Federal Grant Funds may not be used to support, directly or indirectly, the enactment, adoption, repeal, modification, or defeat of any law, regulation, or policy at any level of government, without the express written approval of OVW. However, federal Grant Funds may be used to collaborate with and provide information to federal, state, local, tribal, and territorial agencies, public officials, and employees to develop and implement policies to reduce or eliminate domestic violence, child abuse and neglect, sexual assault, dating violence, and/or stalking, as those terms are defined in 42 U.S.C.A. § 13925(a), when such collaboration and provision of information is consistent with the activities covered by the Grant Program.

28.8 Sectarian Activity.

28.8.1 Religious Influence. Within the limits and understandings set forth in Paragraph 28.8.2, Contractor shall ensure, and require all Subcontractors to ensure, that provision of services under this Contract shall be carried on in a manner free from religious influence. Contractor shall not execute any agreement with any primarily religious organization to receive Contract Funds from Contractor unless the agreement includes provisions such as those set forth in this Subsection 28.8 or as provided by County, to effectuate this assurance. Contractor shall submit such agreements to County prior to the release of Contract Funds to such Subcontractors.

28.8.2 Civil Rights Act, Section 702 Application. Contractor and County agree to be bound by the following as to Contractor and its Subcontractor(s), respectively, and Contractor shall include these requirements in any Subcontract under this Contract:

(a) A religious organization that enters into a contract with County or into a subcontract with Contractor does not by so contracting lose exemption provided under Section 702 of the Civil Rights Act, 42 U.S.C., Section 2000E-1(a) regarding employment practices. A religious or charitable organization is eligible to be a Contractor on the same basis as any other private organization. Such contractor retains its independence from state and local governments, including the Contractor's control over the definition, development, practice, and expression of its religious beliefs. Except as provided by federal law, County shall not interpret or construe this Contract to require a religious organization to alter its form of internal governance or remove religious art, icons, scripture, or other symbols.

(b) Neither the County's selection of a charitable or faith-based contractor to provide social services, nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character, practices, or expressions. The purpose of this Contract is the provision of social services. No expenditures have as their objective the funding of sectarian worship, instruction, or proselytization.

(c) No provider of social services for the County may discriminate against any Client on the basis of religion, a religious belief, or any Client's refusal to actively participate in a religious practice. If a Client believes that their rights have been violated, that complaint should be discussed with a County representative immediately.

(d) Paragraph 28.8.1 and this Paragraph 28.8.2 are subject to applicable federal regulations on equal treatment of religious or faith-based organizations set forth in 28 C.F.R. pt. 38. These regulations prohibit discrimination against a religious or faith-based organization based on that organization's religious character or affiliation, religious name, or the religious composition of its governing board. These regulations also prohibit religious or faith-based organizations from using financial assistance provided by the U.S. Department of Justice to fund inherently religious activities, such as worship, religious instruction, or proselytization, and religious or faith-based organizations must provide assurances that they will not use such money or property for inherently religious activities. However, these organizations may engage in non-funded,

inherently religious activities held separately in time and location, from the funded program or services. Religious or faith-based organizations may not compel clients to participate in inherently religious activities and may not discriminate against clients or prospective clients on the basis of religion or religious beliefs. The restrictions set forth in Paragraph 28.8.1 and this Paragraph 28.8.2 apply equally to religious and non-religious organizations.

28.8.3 Additional Rights. Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (42 U.S.C. Section 604a) sets forth certain additional rights and responsibilities for charitable and faith-based providers of social services, certain additional rights of assisted individuals, and certain additional responsibilities of County to providers and assisted individuals. This Contract is subject to those additional rights and responsibilities.

28.9 Publicity.

28.9.1 In any publicity prepared or distributed by or for Contractor, the funding through County from OVW shall be mentioned as having made the project possible. Prior to publication or any disbursement of such publicity, Contractor must provide a copy of the final form of the publicity and secure the approval of the Manager. When appropriate as determined by Manager, Contractor shall publicize the services and activities of Contractor under this Contract.

28.9.2 All materials and publications, whether written, visual, or sound, resulting from program activities shall contain the following statements: "This project was supported by Grant Number 2010-CW-AX-K018 awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women."

28.10 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 Contract presented to the County under Subsection 4.3, "Contract Issues," 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 dispute at this stage not issued by or to the Purchasing Agent 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 Manager 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 Manager and the TCCES 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.

28.11 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to Subsection 28.10, Contractor shall notify the TCCES Director and the Purchasing Agent, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use a mutually agreed upon mediation group as the provider of mediators for mediation as described in TEX. CIV. PRAC. & 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 shall remain confidential as described in TEX. CIV. PRAC. & REM. CODE, § 154.073, unless both Parties agree, in writing, to waive the confidentiality.

28.12 **Coordination.** Consistent with 42 U.S.C. § 10420 and the terms of the Grant award, Contractor shall coordinate and share information with other Travis County Health and Human Services programs in any way that is appropriate as determined by TCCES to maximize the benefit to Eligible Clients in the City of Austin/Travis County and to avoid duplication of services.

28.13 **County Public Purpose.** By execution of this Contract, the Commissioners Court hereby finds that the issues, problems, and needs to be addressed by the services to be provided under the terms of this Contract, and specifically set forth in Attachment A hereto, constitute a significant public concern affecting clients which the County serves. The Commissioners Court further finds that the provision of services to be provided by Contractor pursuant to this Contract will further the public purpose of addressing those health and human services issues, problems, and needs identified in this Contract (including Attachment A) for Eligible Clients.

28.14 **Force Majeure.**

28.14.1 If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any other person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof; provided, however, the party experiencing the event of force majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of force majeure; and provided, however, the party experiencing the event of force majeure shall promptly notify the other party of the event within five (5) business days of the beginning of the event. If the party seeking to avail itself of this provision fails to notify the other party within said five (5) business days, the party shall be deemed to have waived force majeure as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. Subject to the requirements of this Subsection 28.14, such non-performance shall not be deemed a default or ground for termination. However, in light of the event of force majeure, the County may elect in its sole discretion to delay payment, if County determines that Contractor is unable to perform services and activities under this Contract; provided, however, the County shall make the payment once the event of force majeure ends and Contractor is performing services and activities as required under this Contract.

28.14.2 Contractor agrees that breach of this force majeure provision entitles County to reduce or permanently stop payments or immediately terminate this Contract.

28.15 **Other Agreements.** It is understood and agreed by all Parties that the terms, conditions, and provisions of this Agreement do not in any way limit or prohibit current or future agreements between any of the Parties for the provision of additional services as mutually agreed to in writing by those Parties.

29.0 **RATIFICATION.** Consistent with the terms and conditions of the Grant Award set forth in Attachment A, County and Contractor hereby ratify all the terms, conditions, and provisions of this Contract to be effective October 1, 2010.

BY THE SIGNATURES AFFIXED BELOW, the above Contract is hereby accepted as all the terms, conditions, and provisions of this agreement.

CONTRACTOR:

Travis County Domestic Violence and Sexual Assault Survival Center,

DBA SafePlace

By: Julia E. Spann
Julia Spann, Executive Director

Printed Name: Julia E. Spann

Title: Executive Director

Date: Jan. 13, 2012

TRAVIS COUNTY:

By: _____

Samuel T. Biscoe
County Judge

Date: _____

County Approvals:

As to Legal Form:

Tamara Armstrong, Assistant County Attorney

Date: _____

Funds Certified By:

Susan Spataro, County Auditor

Date: _____

Purchasing:

Cyd Grimes, Purchasing Agent

Date: _____

Attachment A

Cooperative Agreement including Grant Award package.

**Department of Justice**

Office on Violence Against Women

September 23, 2010

Washington, D.C. 20531

The Honorable Samuel Biscoe
County of Travis
P.O. Box 1748
Austin, TX 78767-1748

Dear Travis County Judge Biscoe:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office on Violence Against Women has approved your application for funding under the Safe Havens: Supervised Visitation and Safe Exchange Grant Program in the amount of \$400,000 for County of Travis. This award provides the opportunity for recipients to develop and strengthen effective responses to violence against women. This cooperative agreement supports supervised visitation and safe exchange options for families with a history of domestic violence, child abuse, sexual assault and stalking.

Enclosed you will find the award package. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact Michelle Dodge at (202) 353-7345. For financial grants management questions, contact the OVW Grants Financial Management Division at (202) 514-8556, or by e-mail at ovw.gfmd@usdoj.gov. For payment questions, contact the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or by email at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Virginia Davis".

Virginia Davis
Deputy Director for Policy Development

Enclosures



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 23, 2010

The Honorable Samuel Biscoe
County of Travis
P.O. Box 1748
Austin, TX 78767-1748

Dear Travis County Judge Biscoe:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO Plan), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEO Plan Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO Plan reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO Plan and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEO Plan, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEO Plan specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO Plan, but it does not have to submit the EEO Plan to OCR for review. Instead, your organization has to maintain the EEO Plan on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO Plan requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

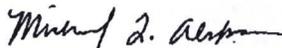
In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEO Plan, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

 <p>Department of Justice Office on Violence Against Women</p>	<p>Cooperative Agreement</p>	<p>PAGE 1 OF 9</p>																
<p>1. RECIPIENT NAME AND ADDRESS (Including Zip Code)</p> <p>County of Travis P.O. Box 1748 Austin, TX 78767-1748</p>	<p>4. AWARD NUMBER: 2010-CW-AX-K018</p>																	
	<p>5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2013 BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2013</p>																	
	<p>6. AWARD DATE 09/23/2010</p>	<p>7. ACTION</p> <p style="text-align: center;">Initial</p>																
<p>1A. GRANTEE IRS/VENDOR NO. 746000192</p>	<p>8. SUPPLEMENT NUMBER 00</p>	<p>9. PREVIOUS AWARD AMOUNT \$ 0</p>																
<p>3. PROJECT TITLE OVW FY 2010 Safe Havens Grant Program</p>	<p>10. AMOUNT OF THIS AWARD \$ 400,000</p>	<p>11. TOTAL AWARD \$ 400,000</p>																
	<p>12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).</p>																	
<p>13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. 10420 (OVW - Supervised Visitation)</p>																		
<p>15. METHOD OF PAYMENT GPRS</p>																		
AGENCY APPROVAL	GRANTEE ACCEPTANCE																	
<p>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL</p> <p>Virginia Davis Deputy Director for Policy Development</p>	<p>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL</p> <p>Samuel Biscoe Travis County Judge</p>																	
<p>17. SIGNATURE OF APPROVING OFFICIAL</p> <p><i>Virginia Davis</i></p>	<p>19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</p> <p><i>Samuel T. Biscoe</i></p>	<p>19A. DATE</p> <p><i>10/2/10</i></p>																
AGENCY USE ONLY																		
<p>20. ACCOUNTING CLASSIFICATION CODES</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>DIV. REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>A</td> <td>CW</td> <td>29</td> <td>00</td> <td>00</td> <td></td> <td>400000</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	DIV. REG.	SUB.	POMS	AMOUNT	X	A	CW	29	00	00		400000	<p>21. CW10D00026</p>
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	DIV. REG.	SUB.	POMS	AMOUNT											
X	A	CW	29	00	00		400000											

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 2 OF 9

PROJECT NUMBER 2010-CW-AX-K018

AWARD DATE 09/23/2010

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of DOJ grant funds) are not satisfactory and promptly addressed as further described in the current edition of the OVW Financial Grants Management Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 USC § 1913. The recipient may, however, use federal funds to collaborate with and provide information to Federal, State, local, tribal and territorial public officials and agencies to develop and implement policies to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.

JTB



Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 3 OF 9

PROJECT NUMBER 2010-CW-AX-K018

AWARD DATE 09/23/2010

SPECIAL CONDITIONS

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.
8. The grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, and OVW's implementing regulations at 28 CFR Part 90.
9. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office on Violence Against Women prior to obligation or expenditure of such funds.
10. The Director of OVW, upon a finding that there has been substantial failure by the grantee to comply with applicable laws, regulations, and/or the terms and conditions of the grant or cooperative agreement, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the grant or cooperative agreement, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.
11. The grantee agrees to submit semiannual progress reports that describe project activities during the reporting period. Progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1-June 30 and July 1 - December 31 for the duration of the award. Future awards may be withheld if progress reports are delinquent. Grantees are required to submit this information online, through the Grants Management System (GMS), on the semi-annual progress report for the relevant OVW grant programs.
12. Under the Government Performance and Results Act (GPRA) and VAWA 2000, grantees are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the grantee agrees to submit semi-annual electronic progress reports on program activities and program effectiveness measures. Information that grantees must collect under GPRA and VAWA 2000 includes, but is not limited to: 1) number of persons served; 2) number of persons seeking services who could not be served; 3) number of supervised visitation and exchange centers supported by the program; 4) number of supervised visits between parents and children; and 5) number of supervised exchanges between parents and children.
13. A final report, which provides a summary of progress toward achieving the goals and objectives of the award, significant results, and any products developed under the award, is due 90 days after the end of the award. The Final Progress Report should be submitted to the Office on Violence Against Women through the Grants Management System with the Report Type indicated as "Final".
14. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

ATB



Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 4 OF 9

PROJECT NUMBER 2010-CW-AX-K018

AWARD DATE 09/23/2010

SPECIAL CONDITIONS

15. The recipient agrees that it will submit quarterly financial status reports to OVW on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
16. Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:
- (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and
- (b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award.
- In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.
- It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.
17. The grantee agrees that grant funds will not support activities that may compromise victim safety, such as: pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); or the placement of perpetrators in anger management programs.
18. All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women.

STB



Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**

PAGE 5 OF 9

Cooperative Agreement

PROJECT NUMBER 2010-CW-AX-K018

AWARD DATE 09/23/2010

SPECIAL CONDITIONS

19. Within 45 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other direct costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, privately owned vehicle (POV)); and
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

20. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

JTB

	Department of Justice Office on Violence Against Women	AWARD CONTINUATION SHEET Cooperative Agreement	PAGE 6 OF 9
PROJECT NUMBER 2010-CW-AX-K018		AWARD DATE 09/23/2010	
<i>SPECIAL CONDITIONS</i>			
21. TERMS OF COOPERATIVE AGREEMENT			
<p>The Office on Violence Against Women (OVW) has elected to enter into a Cooperative Agreement with the County of Travis and its project partners to increase available supervised visitation and safe exchange services for victims of domestic violence, child abuse, sexual assault, teen dating violence, and stalking. This decision reflects a strong mutual interest in increasing the safety and well-being of victims and their children during supervised visitations and safe exchanges. The award recipient acknowledges that OVW will play a substantial role in shaping and monitoring the project.</p>			
STATEMENT OF FEDERAL INVOLVEMENT			
The Office on Violence Against Women (OVW) will:			
<ol style="list-style-type: none"> 1. Provide the services of a Federal Program Specialist as a single point of contact for the administration of this cooperative agreement. 2. Monitor program development and implementation, and fulfill an oversight function regarding the project. 3. Review and approve content and format of the materials produced in conjunction with this project. 4. Provide input, re-direct the project as needed, and actively monitor the project by methods including but not limited to ongoing contact with the recipient. 5. Approve sites and dates of all project related activities. 			

STB

	Department of Justice Office on Violence Against Women	AWARD CONTINUATION SHEET Cooperative Agreement	PAGE 7 OF 9
PROJECT NUMBER 2010-CW-AX-K018		AWARD DATE 09/23/2010	
<i>SPECIAL CONDITIONS</i>			
22. TERMS OF COOPERATIVE AGREEMENT			
STATEMENT OF RECIPIENT RESPONSIBILITIES			
<p>The County of Travis will work collaboratively, in each step of the planning and implementation phases of the project, with Travis County Counseling & Education Services, and the Travis County District Court.</p>			
<p>Recipients will:</p>			
<ol style="list-style-type: none"> 1. Work closely with OVW in the development and implementation of this project. 2. Ensure that a multi-disciplinary team participates in project development and implementation. The multi-disciplinary team should include representatives from the grantee agency, the state or local court, and the domestic violence/sexual assault agency. Representatives will participate in the consulting committee; attend meetings and institutes, as designated by OVW; and substantially participate in the planning and implementation of visitation and exchanges services as outlined by the grant program. 3. Identify a representative of the grantee agency to serve as project coordinator. This representative will substantially participate in all aspects of the grant project; coordinate development and implementation activities; and attend meetings and institutes, as designated by OVW. 4. Limit the first 12 months of the project period to planning and development activities. These activities should include, but are not limited to: identifying and implementing security procedures; establishing a consulting committee; developing operating policies and procedures; conducting a needs assessment; and developing a strategic plan to enhance collaboration and service delivery. 5. Submit the following to OVW for review and approval, before implementing grant activities: a signed and dated Memorandum of Understanding; operating policies and procedures; and an implementation budget for years 2 & 3. Grantees must also submit information outlining the security measures which have been implemented to ensure safety for victims and children served under the grant project. Once this information has been approved by OVW, an official Grant Adjustment Notice (GAN) will be submitted, by the Program Specialist, releasing the remaining grant funds. 6. Successfully complete all development activities, as outlined in special condition number 5, before continuing with implementation activities. Development activities must be reviewed and approved by OVW. 7. Work cooperatively and collaboratively with OVW's technical assistance provider(s) for the Supervised Visitation Grant Program, throughout the term of this agreement. 8. Attend the New Grantee Orientation. The orientation will provide grant and financial management information, content training, and an opportunity for exchange and coalition building among award recipients. 9. Participate in all OVW funded technical assistance opportunities related to the Supervised Visitation Grant Program, including, but not limited to, grantee meetings, on-site technical assistance, and site visits. 10. Allocate project funds, as designated by OVW, to participate in OVW-sponsored technical assistance. Funds designated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval of OVW. Technical assistance includes, but is not limited to, peer-to-peer consultations, focus groups, mentoring site visits, conferences and workshops conducted by OVW-designated technical assistance providers or OVW-designated consultants and contractors. 			

	Department of Justice Office on Violence Against Women	AWARD CONTINUATION SHEET Cooperative Agreement	PAGE 9 OF 9
PROJECT NUMBER	2010-CW-AX-K018	AWARD DATE	09/23/2010
<i>SPECIAL CONDITIONS</i>			
<p>24. The grantee may not draw down funds in excess of \$100,000. The grantee may use \$50,000 to participate in OVW sponsored training and technical assistance events and \$50,000 to engage in planning activities, as described in the Terms and Conditions of this award. The grantee may not draw down the remaining funds until all planning activities required by OVW have been satisfactorily completed and approved by OVW, and a Grant Adjustment Notice (GAN) has been issued by the Program Office.</p> <p>25. The recipient's budget is pending approval; therefore the recipient may not drawdown funds until the Office on Violence Against Women, Grants Financial Management Division has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition. Any obligations or expenditures incurred by the recipient prior to the budget being approved are made at the recipient's own risk.</p>			



Department of Justice

Office on Violence Against Women

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Marnie Shiels, Attorney Advisor

Subject: Categorical Exclusion for County of Travis

The Safe Havens: Supervised Visitation and Safe Exchange Grant Program (Supervised Visitation Program) was authorized as a two-year pilot program under the Violence Against Women Act of 2000 (VAWA 2000) to increase supervised visitation and exchange options for families with a history of domestic violence, child abuse, sexual assault or stalking. The Program was reauthorized in 2005 with the passage of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA 2005). Eligible applicants for the program include states, Indian tribal governments, and units of local government. By statute, projects funded under the Supervised Visitation Program must demonstrate expertise in the area of family violence, provide a sliding fee scale for clients, demonstrate adequate security measures, and prescribe standards and protocols by which supervised visitation or safe exchanges will occur.

None of the following activities will be conducted under the OVW federal action:

1. New construction.
2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain.
3. A renovation which will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets the criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)).

 <p>Department of Justice Office on Violence Against Women</p>	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY Cooperative Agreement	
	PROJECT NUMBER 2010-CW-AX-K018	PAGE 1 OF 1
This project is supported under 42 U.S.C. 10420 (OVW - Supervised Visitation)		
1. STAFF CONTACT (Name & telephone number) Michelle Dodge (202) 353-7345	2. PROJECT DIRECTOR (Name, address & telephone number) Gretta Gardner Safe Havens Grant Director P.O. Box 1748 Austin, TX 78767-1748 (512) 633-7026	
3a. TITLE OF THE PROGRAM OVW FY 10 Safe Havens: Supervised Visitation Grant Program	3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT OVW FY 2010 Safe Havens Grant Program		
5. NAME & ADDRESS OF GRANTEE County of Travis P.O. Box 1748 Austin, TX 78767-1748	6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 10/01/2010 TO: 09/30/2013	8. BUDGET PERIOD FROM: 10/01/2010 TO: 09/30/2013	
9. AMOUNT OF AWARD \$ 400,000	10. DATE OF AWARD 09/23/2010	
11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Safe Havens: Supervised Visitation and Safe Exchange Grant Program (Supervised Visitation Program) was authorized as a two year pilot program under the Violence Against Women Act of 2000 to increase supervised visitation and exchange options for families with a history of domestic violence, child abuse, sexual assault or stalking. The Program was reauthorized in 2005 with the passage of the Violence Against Women Act 2005. Eligible applicants for the program include states, Indian tribal governments, and units of local government. By statute, projects funded under the Supervised Visitation Program must demonstrate expertise in the area of family violence, provide a sliding fee scale for clients, demonstrate adequate security measures, and prescribe standards and protocols by which supervised visitation or safe exchanges will occur. The County of Travis and its collaborative partners, Travis County Government, Travis County Counseling & Education Services, and Travis County District Courts, will use this 36 month cooperative agreement to develop and implement supervised visitation and safe exchanges of children by and between parents in		

OJP FORM 4000/2 (REV. 4-88)

situations involving domestic violence, dating violence, child abuse, sexual assault, and/or stalking. During the initial 12 months of the project, the partners will use OVW funds to conduct a needs assessment and develop a strategic plan to provide visitation services (based on the identified needs). Additional goals during the planning/development phase will include identifying and implementing security procedures; establishing a consulting committee; and developing operating policies and procedures. After development activities have been completed, project partners will begin implementing visitation and exchange services. Specific activities during this stage will include developing a training and orientation program for community partners; creating an intern and volunteer program; and implementing services at a satellite location. The County of Travis will act as the fiscal and implementing agency for the grant project.

CA/NCF



Department of Justice
Office on Violence Against Women

September 23, 2010

Washington, D.C. 20531

The Honorable Samuel Biscoe
County of Travis
P.O. Box 1748
Austin, TX 78767-1748

Dear Travis County Judge Biscoe:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office on Violence Against Women has approved your application for funding under the Safe Havens: Supervised Visitation and Safe Exchange Grant Program in the amount of \$400,000 for County of Travis. This award provides the opportunity for recipients to develop and strengthen effective responses to violence against women. This cooperative agreement supports supervised visitation and safe exchange options for families with a history of domestic violence, child abuse, sexual assault and stalking.

Enclosed you will find the award package. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact Michelle Dodge at (202) 353-7345. For financial grants management questions, contact the OVW Grants Financial Management Division at (202) 514-8556, or by e-mail at ovw.gfmd@usdoj.gov. For payment questions, contact the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or by email at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Virginia Davis
Deputy Director for Policy Development

Enclosures



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 23, 2010

The Honorable Samuel Biscoe
County of Travis
P.O. Box 1748
Austin, TX 78767-1748

Dear Travis County Judge Biscoe:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

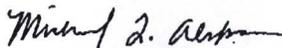
In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

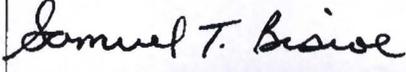
If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

 Department of Justice Office on Violence Against Women		Cooperative Agreement		PAGE 1 OF 9
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Travis P.O. Box 1748 Austin, TX 78767-1748		4. AWARD NUMBER: 2010-CW-AX-K018		
		5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2013 BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2013		
1A. GRANTEE IRS/VENDOR NO. 746000192		6. AWARD DATE 09/23/2010	7. ACTION Initial	
		8. SUPPLEMENT NUMBER 00		
3. PROJECT TITLE OVW FY 2010 Safe Havens Grant Program		9. PREVIOUS AWARD AMOUNT \$ 0		
		10. AMOUNT OF THIS AWARD \$ 400,000		
		11. TOTAL AWARD \$ 400,000		
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. 10420 (OVW - Supervised Visitation)				
15. METHOD OF PAYMENT GPRS				
AGENCY APPROVAL		GRANTEE ACCEPTANCE		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Virginia Davis Deputy Director for Policy Development		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Samuel Biscoe Travis County Judge		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 		19A. DATE 10/12/10
AGENCY USE ONLY				
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. OFC. DIV. REG. SUB. POMS AMOUNT X A CW 29 00 00 400000		21. CW10D00026		

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 2 OF 9

PROJECT NUMBER 2010-CW-AX-K018

AWARD DATE 09/23/2010

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of DOJ grant funds) are not satisfactory and promptly addressed as further described in the current edition of the OVW Financial Grants Management Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 USC § 1913. The recipient may, however, use federal funds to collaborate with and provide information to Federal, State, local, tribal and territorial public officials and agencies to develop and implement policies to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.

JTB



Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 3 OF 9

PROJECT NUMBER 2010-CW-AX-K018

AWARD DATE 09/23/2010

SPECIAL CONDITIONS

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.
8. The grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, and OVW's implementing regulations at 28 CFR Part 90.
9. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office on Violence Against Women prior to obligation or expenditure of such funds.
10. The Director of OVW, upon a finding that there has been substantial failure by the grantee to comply with applicable laws, regulations, and/or the terms and conditions of the grant or cooperative agreement, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the grant or cooperative agreement, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.
11. The grantee agrees to submit semiannual progress reports that describe project activities during the reporting period. Progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1-June 30 and July 1 - December 31 for the duration of the award. Future awards may be withheld if progress reports are delinquent. Grantees are required to submit this information online, through the Grants Management System (GMS), on the semi-annual progress report for the relevant OVW grant programs.
12. Under the Government Performance and Results Act (GPRA) and VAWA 2000, grantees are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the grantee agrees to submit semi-annual electronic progress reports on program activities and program effectiveness measures. Information that grantees must collect under GPRA and VAWA 2000 includes, but is not limited to: 1) number of persons served; 2) number of persons seeking services who could not be served; 3) number of supervised visitation and exchange centers supported by the program; 4) number of supervised visits between parents and children; and 5) number of supervised exchanges between parents and children.
13. A final report, which provides a summary of progress toward achieving the goals and objectives of the award, significant results, and any products developed under the award, is due 90 days after the end of the award. The Final Progress Report should be submitted to the Office on Violence Against Women through the Grants Management System with the Report Type indicated as "Final".
14. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

STB



Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 4 OF 9

PROJECT NUMBER 2010-CW-AX-K018

AWARD DATE 09/23/2010

SPECIAL CONDITIONS

15. The recipient agrees that it will submit quarterly financial status reports to OVW on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
16. Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:
- (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and
- (b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award.
- In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.
- It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.
17. The grantee agrees that grant funds will not support activities that may compromise victim safety, such as: pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); or the placement of perpetrators in anger management programs.
18. All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women.

STB



Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**

PAGE 6 OF 9

Cooperative Agreement

PROJECT NUMBER 2010-CW-AX-K018

AWARD DATE 09/23/2010

SPECIAL CONDITIONS

21. TERMS OF COOPERATIVE AGREEMENT

The Office on Violence Against Women (OVW) has elected to enter into a Cooperative Agreement with the County of Travis and its project partners to increase available supervised visitation and safe exchange services for victims of domestic violence, child abuse, sexual assault, teen dating violence, and stalking. This decision reflects a strong mutual interest in increasing the safety and well-being of victims and their children during supervised visitations and safe exchanges. The award recipient acknowledges that OVW will play a substantial role in shaping and monitoring the project.

STATEMENT OF FEDERAL INVOLVEMENT

The Office on Violence Against Women (OVW) will:

1. Provide the services of a Federal Program Specialist as a single point of contact for the administration of this cooperative agreement.
2. Monitor program development and implementation, and fulfill an oversight function regarding the project.
3. Review and approve content and format of the materials produced in conjunction with this project.
4. Provide input, re-direct the project as needed, and actively monitor the project by methods including but not limited to ongoing contact with the recipient.
5. Approve sites and dates of all project related activities.

STB

	Department of Justice Office on Violence Against Women	AWARD CONTINUATION SHEET Cooperative Agreement	PAGE 7 OF 9
PROJECT NUMBER 2010-CW-AX-K018		AWARD DATE 09/23/2010	
<i>SPECIAL CONDITIONS</i>			
22. TERMS OF COOPERATIVE AGREEMENT			
STATEMENT OF RECIPIENT RESPONSIBILITIES			
The County of Travis will work collaboratively, in each step of the planning and implementation phases of the project, with Travis County Counseling & Education Services, and the Travis County District Court.			
Recipients will:			
<ol style="list-style-type: none"> 1. Work closely with OVW in the development and implementation of this project. 2. Ensure that a multi-disciplinary team participates in project development and implementation. The multi-disciplinary team should include representatives from the grantee agency, the state or local court, and the domestic violence/sexual assault agency. Representatives will participate in the consulting committee; attend meetings and institutes, as designated by OVW; and substantially participate in the planning and implementation of visitation and exchanges services as outlined by the grant program. 3. Identify a representative of the grantee agency to serve as project coordinator. This representative will substantially participate in all aspects of the grant project; coordinate development and implementation activities; and attend meetings and institutes, as designated by OVW. 4. Limit the first 12 months of the project period to planning and development activities. These activities should include, but are not limited to: identifying and implementing security procedures; establishing a consulting committee; developing operating policies and procedures; conducting a needs assessment; and developing a strategic plan to enhance collaboration and service delivery. 5. Submit the following to OVW for review and approval, before implementing grant activities: a signed and dated Memorandum of Understanding; operating policies and procedures; and an implementation budget for years 2 & 3. Grantees must also submit information outlining the security measures which have been implemented to ensure safety for victims and children served under the grant project. Once this information has been approved by OVW, an official Grant Adjustment Notice (GAN) will be submitted, by the Program Specialist, releasing the remaining grant funds. 6. Successfully complete all development activities, as outlined in special condition number 5, before continuing with implementation activities. Development activities must be reviewed and approved by OVW. 7. Work cooperatively and collaboratively with OVW's technical assistance provider(s) for the Supervised Visitation Grant Program, throughout the term of this agreement. 8. Attend the New Grantee Orientation. The orientation will provide grant and financial management information, content training, and an opportunity for exchange and coalition building among award recipients. 9. Participate in all OVW funded technical assistance opportunities related to the Supervised Visitation Grant Program, including, but not limited to, grantee meetings, on-site technical assistance, and site visits. 10. Allocate project funds, as designated by OVW, to participate in OVW-sponsored technical assistance. Funds designated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval of OVW. Technical assistance includes, but is not limited to, peer-to-peer consultations, focus groups, mentoring site visits, conferences and workshops conducted by OVW-designated technical assistance providers or OVW-designated consultants and contractors. 			

 <p>Department of Justice Office on Violence Against Women</p>	<p align="center">AWARD CONTINUATION SHEET</p> <p align="center">Cooperative Agreement</p>	<p align="center">PAGE 8 OF 9</p>
<p>PROJECT NUMBER 2010-CW-AX-K018 AWARD DATE 09/23/2010</p>		
<p align="center"><i>SPECIAL CONDITIONS</i></p> <p>23. TERMS OF COOPERATIVE AGREEMENT</p> <p>STATEMENT OF RECIPIENT RESPONSIBILITIES (continued)</p> <p>11. Provide OVW with the agenda for any training seminars, workshops, or conferences not sponsored by OVW that project staff proposes to attend using grant funds. The grantee must receive prior approval from OVW before using OVW grant funds to attend any training, workshops, or conferences not sponsored by OVW. To request approval, grantees must submit a Grant Adjustment Notice (GAN) request through the Grants Management System to OVW with a copy of the event's brochure, curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The GAN request should be submitted to OVW at least 20 days before registration for the event is due. Approval to attend non-OVW sponsored programs will be given on a case-by-case basis.</p> <p>12. Develop and implement adequate security measures, including but not limited to, adequate facilities, procedures, and personnel capable of preventing violence, for the operation of supervised visitation programs or safe visitation exchange.</p> <p>13. Ensure that grant funds will be used to support supervised visitation and safe visitation exchange of children by and between parents in situations involving domestic violence, child abuse, sexual assault, or stalking. The grantee may not use grant funds to support individual counseling, family counseling, parent education, support groups or therapeutic supervision. The grantee may not require victims to attend or utilize parent education or other program services.</p> <p>14. Ensure that grant funds will not be used to provide offsite or overnight visitation services. Offsite visitation includes, but is not limited to, any monitored visit between a child and a non-custodial parent that occurs outside the premises of the visitation center. Overnight visitation includes, but is not limited to, any monitored visit between a child and a non-custodial parent that occurs outside of the normal operating hours of the visitation center.</p> <p>15. Develop formal affiliations with organizations that will be able to provide services and consultation to the programs in their work with children and parents. Accordingly, grantees must establish a consulting committee that includes experts in the following fields: child abuse and neglect, mental health, batterer's intervention, law enforcement, child protection services, and advocacy for victims of domestic violence, dating violence, stalking and sexual assault.</p> <p>16. Ensure that if fees are charged for use of programs or services, any fees charged must be based on the income of the individuals using the programs or services, unless otherwise provided by court order.</p> <p>17. Ensure that the grant project is developed and implemented in a manner that is consistent with the Guiding Principles of the Supervised Visitation Program. The Guiding Principles embody the statutory requirements and objectives of the Supervised Visitation Program. They are intended to guide practice for OVW grantees. The standards and practices included within the Guiding Principles are considered to be good practice when addressing the needs of victims and their children. Centers funded under the Supervised Visitation Program can and are encouraged to go beyond the practices outline within the Guiding Principles.</p> <p>18. Agree not to engage in activities which compromise victim safety, including but not limited to: a) Requiring adult victims to participate in mediation or family counseling; b) providing visitation or exchange services which do not account for the safety of adult victims; c) requiring a court order in order to access visitation and/or exchange services; and d) providing custody evaluations or court reports based on subjective information and opinions of center staff and volunteers.</p>		



Department of Justice
Office on Violence Against Women

**AWARD CONTINUATION
SHEET**

Cooperative Agreement

PAGE 9 OF 9

PROJECT NUMBER 2010-CW-AX-K018

AWARD DATE 09/23/2010

SPECIAL CONDITIONS

24. The grantee may not draw down funds in excess of \$100,000. The grantee may use \$50,000 to participate in OVW sponsored training and technical assistance events and \$50,000 to engage in planning activities, as described in the Terms and Conditions of this award. The grantee may not draw down the remaining funds until all planning activities required by OVW have been satisfactorily completed and approved by OVW, and a Grant Adjustment Notice (GAN) has been issued by the Program Office.
25. The recipient's budget is pending approval; therefore the recipient may not drawdown funds until the Office on Violence Against Women, Grants Financial Management Division has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition. Any obligations or expenditures incurred by the recipient prior to the budget being approved are made at the recipient's own risk.



Department of Justice

Office on Violence Against Women

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Marnie Shiels, Attorney Advisor

Subject: Categorical Exclusion for County of Travis

The Safe Havens: Supervised Visitation and Safe Exchange Grant Program (Supervised Visitation Program) was authorized as a two-year pilot program under the Violence Against Women Act of 2000 (VAWA 2000) to increase supervised visitation and exchange options for families with a history of domestic violence, child abuse, sexual assault or stalking. The Program was reauthorized in 2005 with the passage of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA 2005). Eligible applicants for the program include states, Indian tribal governments, and units of local government. By statute, projects funded under the Supervised Visitation Program must demonstrate expertise in the area of family violence, provide a sliding fee scale for clients, demonstrate adequate security measures, and prescribe standards and protocols by which supervised visitation or safe exchanges will occur.

None of the following activities will be conducted under the OVW federal action:

1. New construction.
2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain.
3. A renovation which will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets the criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)).

 <p>Department of Justice Office on Violence Against Women</p>	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY Cooperative Agreement	
	PROJECT NUMBER 2010-CW-AX-K018	PAGE 1 OF 1
This project is supported under 42 U.S.C. 10420 (OVW - Supervised Visitation)		
1. STAFF CONTACT (Name & telephone number) Michelle Dodge (202) 353-7345	2. PROJECT DIRECTOR (Name, address & telephone number) Gretta Gardner Safe Havens Grant Director P.O. Box 1748 Austin, TX 78767-1748 (512) 633-7026	
3a. TITLE OF THE PROGRAM OVW FY 10 Safe Havens: Supervised Visitation Grant Program	3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT OVW FY 2010 Safe Havens Grant Program		
5. NAME & ADDRESS OF GRANTEE County of Travis P.O. Box 1748 Austin, TX 78767-1748	6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 10/01/2010 TO: 09/30/2013	8. BUDGET PERIOD FROM: 10/01/2010 TO: 09/30/2013	
9. AMOUNT OF AWARD \$ 400,000	10. DATE OF AWARD 09/23/2010	
11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) <p>The Safe Havens: Supervised Visitation and Safe Exchange Grant Program (Supervised Visitation Program) was authorized as a two year pilot program under the Violence Against Women Act of 2000 to increase supervised visitation and exchange options for families with a history of domestic violence, child abuse, sexual assault or stalking. The Program was reauthorized in 2005 with the passage of the Violence Against Women Act 2005. Eligible applicants for the program include states, Indian tribal governments, and units of local government. By statute, projects funded under the Supervised Visitation Program must demonstrate expertise in the area of family violence, provide a sliding fee scale for clients, demonstrate adequate security measures, and prescribe standards and protocols by which supervised visitation or safe exchanges will occur.</p> <p>The County of Travis and its collaborative partners, Travis County Government, Travis County Counseling & Education Services, and Travis County District Courts, will use this 36 month cooperative agreement to develop and implement supervised visitation and safe exchanges of children by and between parents in</p>		

OJP FORM 4000/2 (REV. 4-88)

situations involving domestic violence, dating violence, child abuse, sexual assault, and/or stalking. During the initial 12 months of the project, the partners will use OVW funds to conduct a needs assessment and develop a strategic plan to provide visitation services (based on the identified needs). Additional goals during the planning/development phase will include identifying and implementing security procedures; establishing a consulting committee; and developing operating policies and procedures. After development activities have been completed, project partners will begin implementing visitation and exchange services. Specific activities during this stage will include developing a training and orientation program for community partners; creating an intern and volunteer program; and implementing services at a satellite location. The County of Travis will act as the fiscal and implementing agency for the grant project.

CA/NCF

Attachment B
Projective Narrative

VII. Project Narrative

A. Purpose of Application

Travis County [Texas] does not have a dedicated supervised visitation and safe exchange center for families who have experienced domestic violence, dating violence, child abuse, sexual assault and/or stalking. On September 30, 2008, after 20 years of service, LifeWorks, a local private, non-profit agency, closed the doors of Kids Exchange. Kids Exchange was the only visitation and exchange program in Travis County. LifeWorks terminated the program due to a lack of funding and other operational challenges. The Travis County Domestic Relations Office (DRO) then organized a consortium of private, for-profit providers named The Kids Exchange Network (Network) to provide supervised visitation and exchange as a stopgap measure. In 2009, the Network logged 1,003 hours for supervised visits; assisted 32 families with safe exchanges; and conducted 62 hours of supervised, therapeutic visitations. This is a dramatic increase from 2008, when 257 hours were logged for supervised visits and 24 families used safe exchange services. The Network providers are not required to have specialized expertise and training in domestic violence, dating violence, child abuse, sexual assault and/or stalking.

Our current development grant under the FY 2008 Safe Havens: Supervised Visitation and Safe Exchange Grant Program (Supervised Visitation Program) with the Office on Violence Against Women (OVW) has allowed Travis County the opportunity to make considerable strides in identifying the needs of our community, enhancing community collaboration, embracing the guiding principles of the grant program, and creating a paradigm shift in the way Travis County agencies approach supervised visitation and safe exchange. Our Planning Committee, a collaboration of nine team members and three grant staff, meet monthly to design and analyze

the core elements of planning and executing a new supervised visitation and safe exchange center; give policy direction to the grant staff; and attend national trainings sponsored by OVW.

Continued funding, as a development project, would allow Travis County to capitalize on the momentum of our work over the past year. Further funding would permit us to take our development plans to the next level and actually implement our vision for a new center that is more comprehensive, responsive, affordable, and accessible to all families of Travis County who need a safe and welcoming environment to exchange or visit with their children.

The target population is all families in Travis County who have determined, either through the courts or independently, that a third party is needed to supervise visitation between non-custodial parents and their children or to facilitate an exchange of children between parties because of domestic and dating violence, child abuse, sexual assault and/or stalking.

Traditionally, services have only been available for families who have been court-ordered to participate in a program, however this grant would allow us to receive referrals from non-traditional sources. It is our intention to receive referrals from the courts, law enforcement, victim-service agencies, community-based advocacy groups, faith communities, and families who self-identify as needing our services. SafePlace, our local domestic violence and sexual assault center and shelter, has recently seen an increase of battered women who want services, but do not want other forms of formal intervention, e.g., protection orders. Our center would provide services to those without court orders, given that they qualify through our intake procedure.

Travis County is located in south central Texas. Its county seat is Austin, the capital of Texas. According to 2008 U.S. Census Bureau data, the 2008 estimated County population is 998,543. Persons under 18 years old account for 25% of the population and 48% of the adult

population are women. The racial composition of the County is 52% White; 8% Black; 1% American Indian and Alaska Native; 5% Asian; 1% Persons reporting two or more races; and 33% Hispanic/Latino. Approximately 15% of the Travis County population lives below the poverty line, and nearly one-third of the population speaks a language other than English at home. Fifty-seven percent of County residents who speak a language other than English at home also speak the English language “very well” and about 43% speak English “less than very well.” Travis County is divided into six significant geographic regions: North, Northwest, Northeast, South, East and Central. Public transportation is nominal and extremely limited, making private transportation a necessity. During peak rush hours, traffic can often rival that of major metropolitan cities. With this in mind, we intend to launch two sites. One site will offer a full-service supervised visitation and exchange center in either downtown Austin or a central location and the other will provide a satellite office, which will be limited to safe exchanges during peak hours to facilitate greater access for families.

Within Travis County, domestic and dating violence, sexual assault, child abuse and stalking are urgent public problems that demand ongoing resources. In 2008, the Austin Police Department and Travis County Sheriff’s Department reported a combined total of more than 10,000 family violence cases and over 1,000 rape/sexual assault cases. The County Attorney’s Office filed 703 protection orders in 2009, which is considerably higher than the 587 orders they filed in 2007. The courts and the County Attorney’s Office have seen a trend in the increase of violence involving a knife by abusers and SafePlace has seen an increase in strangulation cases over the past year. In 2009, SafePlace provided direct services to 4,394 people and received 12,472 hotline calls. Demographics of SafePlace clients served include: approximately 51% Latino, 21% African-American, 16% Caucasian, 11% multi-racial/other race/ethnicity, and 1%

Asian. Seventy-one percent were female and 29% were male; 57% were ages 0-18, 39% were ages 19-50, and 4% were ages 51 and older.

Over the past year, the Planning Committee has identified three historical barriers to service and compliance for parents participating in supervised visitation or safe exchanges. They are (1) affordability; (2) accessibility; and (3) the chilling effect of “supervised” visitation for non-custodial parents.

The Network currently helps children and their parents who are experiencing difficulties with divorce or separation. The services can be ordered by the court to assure custodial or visitation terms of a decree are carried out. The Network offers three services: neutral exchanges, supervised visitation, and therapeutic visitation. However, the Network is very expensive and is mostly used by parties with family law attorneys. Orientation/Intake fees range from \$25 - \$100 per party; visitation fees range \$50 per hour - \$140 per hour depending on income and the number of children; and neutral exchanges cost \$10-\$200 per parent, depending on income. Two Network providers charge \$100 per parent per month regardless of income. SafePlace recently had to subsidize visitation fees for a battered woman, who is the non-custodial parent, for a five-hour supervised visitation. It is almost impossible for many families to afford such fees in the face of long-term visitations and exchanges, especially in today’s economy. The Domestic Relations Office sometimes subsidizes fees for some families to participate in services, with limited funding from Travis County. The proposed new center would make services affordable for all families on a more reasonable sliding scale fee. The Planning Committee will also explore the possibility of free services for the working poor and families living below the poverty level.

The Network has over ten providers throughout Travis County and permits families to choose a provider in close proximity. However, it is our plan to create a fully equipped supervised visitation and safe exchange center in a central location that is accessible to all via car and public transportation. It is our long-term goal to establish a scaleable plan that would also add a satellite office for safe exchanges in another location during this grant cycle. Ideally, we would like to establish multiple safe exchange locations in each quadrant of the County, to provide maximum accessibility for all families during peak exchange days and hours. This would alleviate the burden on schools and other locales that are used as alternative locations for safe exchange (e.g., McDonald's) in our charge to minimize the risk of harm for victims and children.

The Planning Committee has discussed at length how to address non-compliance by non-custodial parents based on how they are treated during visitations and exchange. The Planning Committee is dedicated to incorporating our mission statement - *"To provide a place for supervised visitation and safe exchanges that enhances safety and respects the individuality of families facing domestic abuse."* - into every aspect of our guiding principles, policies and procedures, training and staffing. It is our belief that if all family members are treated with respect and equal regard, all clients will feel welcome and will want to participate. This is also another way to address accessibility. We intend to offer quality services that are culturally aware and respectful, regardless of race, ethnicity, language barriers, sexual orientation, gender identity, religious affiliation, and/or disability. We will organize sub-committees of the Consulting Committee to identify the needs of specific communities for the center, compile a list of community resources, and partner with those resources to accomplish our mission to provide culturally appropriate practices and linkages to outside resources.

Our center will also differ from the Network because our staff will be highly trained by national technical assistance providers through trainings and site visits identified by OVW. Our center will have equal regard for all clients, but will hold batterers accountable, whether they are custodial parents or non-custodial parents. It is with this in mind, and lessons learned from OVW trainings, that we have given considerable attention to the design of our center to include separate entrances for parents, transitional settings for children, safety protocols, the importance of language and messaging (e.g., we are considering naming our staff monitors “family guides” to remove the stigma of being “supervised” or “monitored”), and policies regarding gifts, which can often be triggers for victims.

Travis County was awarded a FY 2008 OVW Supervised Visitation Program development grant on October 1, 2008. However, this funding was delayed until mid-April 2009. Despite this delay, tremendous progress has been made over the past 11 months. A program director, Gretta Gardner, and an office specialist, Marcella Alonzo Fisher, have been hired. Our Planning Committee has met monthly since November 2008. We also held one Consulting Committee meeting with key community stakeholders to understand the strengths, weaknesses, opportunities, and threats of building a sustainable supervised visitation and safe exchange center in Travis County. This grant compliments our current grant because it will allow us to continue to develop our policies and procedures in an authentic process that holds confidentiality, safety, and batterer accountability as paramount. Additional funding during this next grant period allows SafePlace, Travis County’s domestic/sexual violence victim services agency and shelter to play a more significant role in the planning and execution of activities for FY 2010. There is no other entity conducting this supervised visitation and safe exchange planning and activities in our community.

Over the past year we have developed our mission statement and guiding principles. We are in the midst of developing our policies and procedures. Continued conversations about documentation and record keeping, with confidentiality as our cornerstone, are critical as we move forward with our policies and procedures. Funding during this grant cycle will allow us to enhance our process for our policies and procedures and implement our plans for a center to open by mid-October, 2011. Our Planning Committee has discussed our theme and possible names for our center. Our goal is to launch a “world” theme for our center, celebrating many cultures around the world. We aim to tangibly show we value diversity and will be responsive to the backgrounds, circumstances, and cultures of our community and the families we serve by the center’s practices and physical environment. Ideally, we would like each visitation and/or exchange room to represent a specific global region for children and their parents to explore and discuss together. We have discussed names like “SafePlanet” to reflect the name recognition and stellar reputation of SafePlace. The center’s name is important because many “visiting” parents feel the institutionalization of a center and the stigma of “supervised” visitation has a chilling effect on participation. We aim to minimize this stigma and make the Center more inviting so it is more welcoming for adults and children.

To further enhance the center, we have inquired with The University of Texas at Austin’s School of Architecture about ideas to make our building “green” to employ energy- saving measures, reduce costs, and reflect our local environmentally responsible culture.

B. What Will Be Done

FY 2010 OVW Supervised Visitation Program funding is critical to launch a supervised visitation and safe exchange center that is responsive to the needs of Travis County. The new center will differ greatly from The Network insomuch as it will not offer therapeutic services

and/or parenting counseling, and will not report directly to the Courts. We will dedicate significant time and planning to reaching historically underserved clients: (1) those who cannot afford services; (2) those who self-identify as needing services without court intervention; and (3) the 43% of households in our community who speak English “less than very well.” Diversity and culturally welcoming practices are woven throughout our guiding principles, and is the lens through which our procedures and protocols will be developed to make all who walk through our doors welcome.

Planning – Year 1 (October 1, 2010 – September 30, 2011)

Goal 1: To subcontract with SafePlace.

Objective: To work in tandem with Travis County Counseling and Education Services (TCCES) to manage the grant and develop a shared vision for SafePlace to become the provider of services by the end of the grant cycle.

Tasks:

1. Divide duties into operational (SafePlace) and administrative tasks (TCCES).
2. Create a partnership that permits TCCES and SafePlace to work simultaneously on planning, implementation and sustainability, with shared expertise and knowledge.
3. Identify community resources and partnerships to contribute to the Center (e.g., furniture, rent, etc).
4. To assist in training and outreach for partners and Committee members who request more information on violence against women issues and vision of the Center.

Objective: To provide a platform for the transition of TCCES as the program coordinator to SafePlace by the end of the grant cycle.

Goal 2: To identify and secure a building and location that meets the safety and occupation standards established by the Planning Committee.

Objective: To find a safe location that has access to public transportation and sufficient parking for clients and staff.

Tasks:

1. Establish meetings with County agencies with access to possible sites.
2. Explore resources with Consulting Committee members for possible locations.
3. Identify *pro bono* organizations, agencies, and/or builders who may contribute to our site, e.g., The University of Texas at Austin's School of Architecture.

Objective: To find a safe location that is central or accessible to the demographic area of Travis County that uses/needs the service the most.

Tasks:

1. Cull information gathered from focus groups to be conducted in Spring 2010 to identify what clients want and need most in a location.
2. Gather statistics from the Travis County Domestic Relations Office to understand what geographic area uses the services the most.

Goal 3: To continue monthly Planning Committee Meetings.

Objective: To continue developing policies and procedures with our guiding principles and mission statement as our cornerstones.

Tasks:

1. Continue dialogue and training on confidentiality to enhance documentation procedures.
2. Develop intake and referral procedures from the courts, victim service agencies, community-based agencies, and walk in clients.

3. Create a sliding scale fee schedule, with the possibility of free services for qualifying families.
4. Attend national trainings and site visits as required by OVW.
5. Identify community partners and providers who can assist with various languages when the Center has a need for such linguistic assistance.
6. Identify the staffing needs, building size, hours of operation, number of families to be served, and other operational issues.

Objective: To create job descriptions and staff requirements.

Tasks:

1. Ensure safety with an appropriate staff-to-client ratio.
2. Identify the number of staff needed who are bilingual in English and Spanish.
3. Identify adequate community resources for various languages (other than Spanish).
4. Identify security measures to include law enforcement with weapons, metal detectors, cameras, etc.
5. Create an intern and volunteer program.

Objective: To create an orientation training and information brochure for all Travis County agencies and referral sources that outlines our services, location and hours of operation.

Tasks:

1. Create a special orientation for local courts outlining the parameters of the center, with a question-and-answer session addressing documentation and confidentiality issues.
2. Create a dissemination plan to reach all possible referral sources, including traditionally-underserved populations.
3. Translate brochures into Spanish.

4. Collaborate with SAHELI for Asian Families, a Consulting Committee member, on translating brochures into the Asian languages most often spoken in Travis County.

Goal 4: To continue quarterly Consulting Committee Meetings.

Objective: To divide the Consulting Committee into subcommittees determined by the Planning Committee, for a dedicated focus and insight into particular topics.

Tasks:

1. Organize bimonthly subcommittee meetings to report back at quarterly meetings on special service topics, e.g., Sustainability, Outreach, Services for Communities of Color (Hispanic/Latino; African-American; Asian), Services for Lesbian, Bisexual, Gay and Transgender families, and Donors (for furnishings, etc.) and Matching Contributions by Travis County agencies/partners.
2. Create listservs for the subcommittees to discuss topics and post information when in-person meetings are not feasible.
3. Review policies and procedures to ensure they address cultural and specific language barriers.

Objective: To add a representative from the Kids Exchange Network.

Tasks:

1. Create a working relationship and identify possible referral streams, e.g., clients who cannot afford services or are in arrears.
2. Provide training on domestic violence, sexual assault, dating violence and stalking.

Timetable for October 1, 2010 – September 30, 2011

	Oct 2010	Nov 2010	Dec 2010	Jan 2011	Feb 2011	Mar 2011	Apr 2011	May 2011	Jun 2011	Jul 2011	Aug 2011	Sept 2011
Goal 1		X										
Goal 2		X	X	X	X	X	X	X				
Goal 3	X	X	X	X	X	X	X	X	X	X	X	X
Goal 4	X			X			X			X		

Implementation – Year 2 (October 1, 2011 – September 30, 2012)

Goal 1: To open the center by mid-October 2011, in honor of National Domestic Violence Awareness Month.

Objective: To move into a building by October 1, 2011.

Tasks:

1. Secure a location and lease.
2. Outfit the Center with furnishings and equipment (computers, phones, photocopier, etc).
3. Install safety measures (cameras, metal detectors, lockers, etc.)

Objective: To hire and train staff, interns and volunteers.

Tasks:

1. Finalize job descriptions and duties.
2. Post jobs and conduct interviews.
3. Hire and train staff, including but not limited to, training at SafePlace.

Objective: To implement policies and procedures.

Objective: To provide 650 supervisions for 12 families in a year.

Objective: To provide 2,000 safe exchanges for 75 families in a year.

Goal 2: To implement a referral system and identify gaps for problem solving by staff and Consulting Committee Members.

Goal 3: To continue Quarterly Consulting Committee Meetings.

Objective: To ensure feedback and input from community partners on the strengths and weaknesses of the Center.

Tasks:

1. Continue quarterly meetings.
2. Maintain and expand the scope of subcommittees as needed to respond to the needs of the Center.

Goal 4: Continue training and education.

Objective: To ensure that staff and select Consulting Committee members receive training on current trends and responses for supervised visitation and safe exchange centers for best practices for our clients.

Tasks:

1. Attend national training and site visits approved/sponsored by OVW.
2. Report back to staff and Consulting Committee members to share information.

Timetable for October 1, 2011 – September 30, 2012

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
	2011	2011	2011	2012								
Goal 1	X											
Goal 2	X	X	X	X	X	X						
Goal 3	X			X			X			X		
Goal 4	X	X	X	X	X	X	X	X	X	X	X	X

Implementation – Year 3 (October 1, 2012 – September 30, 2013)

Goal 1: To create a process for clients to evaluate services.

Objective: To ensure services are meeting the needs of the service population.

Tasks:

1. Develop a tool that is understandable and language accessible for clients.
2. Create a process for anonymous completion and easy return of evaluation forms.

Goal 2: Add a satellite safe exchange center site.

Objective: To identify a safe exchange center in a geographic location that is responsive to the needs of clients.

Tasks:

1. Cull data from partnering agencies to identify the geographic region.
2. Use Consulting Committee Members as a resource to identify possible locations.

Objective: To open and staff a satellite safe exchange site.

Tasks:

1. Identify a location.

2. Hire and train staff.
3. Establish hours of operation; possibly Fridays between 5 p.m. – 9 p.m. and Sundays between 5 p.m. -8 p.m.

Goal 3: Continue quarterly Consulting Committee Meetings.

Objective: To continue to provide input and guidance into the policies and procedures of the Center.

Objective: To provide insight into other funding resources for sustainability.

Tasks:

1. Identify local resources to sustain and possibly expand services.
2. Begin planning for the next grant cycle for reapplication for funding from OVW.

Objective: To identify other sites for possible safe exchange centers.

Goal 4: Continue training and education.

Objective: To ensure that staff and select Consulting Committee members receive training on current trends and responses for supervised visitation and safe exchange centers, for best practices for our clients.

Tasks:

1. Attend national training and site visits approved/sponsored by OVW.
2. Report back to staff and Consulting Committee members to share information.

Goal 5: Transition from TCCES to SafePlace as the subcontractor/provider of services.

Objective: To have SafePlace publicly recognized as the provider of services in Travis County.

Tasks:

1. Reduce TCCES' role in management of the grant and Center.

2. Maintain TCCES' role as Chair of the Consulting Committee and fiscal management of the grant.

Timetable for October 1, 2012 – September 30, 2013

	Oct 2012	Nov 2012	Dec 2012	Jan 2013	Feb 2013	Mar 2013	Apr 2013	May 2013	Jun 2013	Jul 2013	Aug 2013	Sept 2013
Goal 1	X	X	X									
Goal 2									X	X	X	X
Goal 3	X			X			X			X		
Goal 4										X	X	X

Consulting Committee

Travis County has a Planning Committee and a larger Consulting Committee. The Planning Committee includes:

Travis County Civil District Courts. The Honorable Susan Sheppard and the Honorable J. Andrew Hathcock represent the Civil District Courts of Travis County. The Civil District Courts of Travis County are the trial courts that hear and decide family law cases, many of which involve children. The Courts routinely hear applications for family violence protective orders, as well as divorce and parent-child lawsuits in which evidence of family violence is present. Judges determine that it is in the best interests of a child for his/her parent to have possession or access, but only if there is a safe, neutral location for supervision or exchange. Without this service, the Court is left to entering orders that children may not see their parents or may see them under dangerous, frightening or problematic circumstances.

SafePlace. SafePlace currently has two representatives on the Planning Committee: Melinda Cantu, Shelter Director; and Yvette Rouen, Children's Services Director. SafePlace exists to end sexual and domestic violence through safety, healing, prevention for individuals, families and our community. SafePlace offers a wide range of services to victims of domestic and sexual violence, including: a 24-hour crisis hotline; 105-bed emergency shelter; 48 transitional housing units; legal advocacy; case management; hospital accompaniment and support to recent rape victims; specialized services for youth and persons with disabilities; community education; an on-site K-8 charter school for youth in shelter, an on-site licensed child care center, and training, among other services.

Travis County Domestic Relations Office (DRO). The DRO handles specific areas of Family Law on behalf of the District Courts, and acts as the regulatory agency for the Kids Exchange Network. DRO is often appointed as *Guardian Ad Litem* in protective order cases and high conflict divorces where there are unsubstantiated allegations of family violence or child abuse. Roslynn Pitre, Assistant Manager - Family Court Services, and Gail Johnson, *Guardian Ad Litem*, are on the Planning Committee.

Travis County Attorney's Office (TCAO): TCAO assists victims of family violence in obtaining two-year protective orders against their abusers. As part of this process, TCAO routinely advocates for safe, supervised exchanges and visitations through agencies trained in monitoring and facilitating child visitations. It does this by obtaining a Court order requiring that all exchanges, and visits between the parties, occur in a safe environment. Erin Martinson, Chief of the Protective Order Division, is on our Planning Committee.

Law Enforcement. The Travis County Sheriff's Office (TCSO) and the Austin Police Department (APD), a city agency, both have representation on the Planning Committee. Amy Durall, Victim Services Manager for TCSO, and Kachina Clark, Victim Services Supervisor for APD, offer insights on safety measures and batterer accountability for the center. Both agencies will also provide referrals to the center.

The Consulting Committee meets quarterly, and is a more expansive collaborative of key stakeholders from many disciplines in the Travis County community. The Consulting Committee provides input, direction, and guidance to the work of the Safe Havens Grant Director and the Planning Committee. Consulting Committee members are stewards of the Center in the community, and include representation from the following agencies: Workforce Solutions - Capital Area Workforce Board; SAHELI for Asian Families; The University of Texas at Austin's School of Law; Travis County Criminal Courts (The Honorable Michael Denton); Travis County Constable-Precinct 5; Travis County Health and Human Services & Veterans Service,; Catholic Charities of Central Texas- Immigration Legal Services; Texas RioGrande Legal Aid; LifeWorks; Travis County District Attorney's Office; the 261st Judicial District Civil Court (The Honorable Lora Livingston); Center for Child Protection, Office of the Governor, Criminal Justice Division – Director of Programs and Grant Management; Family Connections; SafePlace; and the Austin Child Guidance Center. After the planning phase of this grant is completed, the Planning Committee members will join the Consulting Committee, to form one committee to provide guidance and oversight for the center.

C. Who Will Implement the Project

Caryl Colburn has been the Director of Travis County Counseling & Education Services (TCCES), for the past 12 years. TCCES provides assessments for the Travis County Courts at

Law for Defendants with alcohol/drug offenses and family violence charges, and educational classes on substance abuse for court-ordered clients. Ms. Colburn is an active member of the Travis County Family Violence Task Force and the Safe Havens Grant Planning Committee. She has been involved with domestic violence in the Travis County criminal justice system since the inception of the designated domestic violence court in 1999. Ms. Colburn is a Licensed Professional Counselor who holds a M.Ed. in Guidance and Counseling. She is the administrator and supervisor for the Safe Havens Grant. Travis County donates Ms. Colburn's time, which is not an expense included in the grant.

Gretta Gardner is the Director of the Travis County Safe Havens Grant and is employed part-time by TCCES. Ms. Gardner has been an advocate in the anti-violence against women movement for 13 years. She was the Director for the National Domestic Violence Hotline and Project Manager for the Allstate Domestic Violence Program with the National Network to End Domestic Violence. Ms. Gardner was also the Managing Attorney for the Washington, DC office of the Legal Department of the Pennsylvania Coalition Against Domestic Violence, where she managed four national projects - the STOP Violence Against Women Grants Technical Assistance Project; the Legal Assistance Providers' Technical Outreach Project; the National Center on Full Faith and Credit; and the Battered Women's Justice Project – Civil. Ms. Gardner enjoyed a career as an Assistant State's Attorney in Maryland, where she prosecuted domestic violence, sexual assault, child abuse and elder abuse cases. She is licensed to practice law in Maryland and Texas. Ms. Gardner is the Chair of the Travis County Safe Havens Planning Committee and Consulting Committee. She is responsible for: grant management, evaluation, and reports; convening the committee meetings; and oversight of collaboration goals and tasks.

Melinda Cantu will co-manage the Travis County Safe Havens Grant with grant staff during the planning phase and will be the director of the center during the implementation phase. Ms. Cantu has spent more than 20 years dedicated to ending violence against women and children, and has been with SafePlace (and its predecessor agencies, the Austin Rape Crisis Center and the Center for Battered Women) during this time. She has worked to connect sexual assault survivors with much needed resources in Austin, created the therapeutic program at SafePlace for children who had witnessed/experienced domestic and sexual abuse. Ms. Cantu helped develop Safe Place's on-site child-care center and K-8 charter school. She is currently the shelter Director for SafePlace supervising the 105-bed facility as well as the hotline. Locally and at the state level, Ms. Cantu has advocated for battered women and their children through various membership organizations; and presented on the effects of domestic violence on children and how to address them, diversity and cultural competency. Ms. Cantu will be responsible for operational duties associated with the grant, and will facilitate the Planning Committee and Consulting Committee meetings with Ms. Gardner.

Marcella Alonzo Fisher is the Office Specialist Senior for the Travis County Safe Havens Grant. She is employed by TCCES 10 hours a week in this capacity. Ms. Fisher is the liaison between Committee members, the community, and the Director of the Safe Havens Grant. She is responsible for all administrative tasks associated with the activities of the grant, i.e., preparation for meetings, scheduling trainings, etc. Prior to joining the Safe Havens Team Ms. Alonzo served as a Life Skills instructor at SafePlace through AmeriCorps. While serving in this role Ms. Alonzo helped raise awareness about domestic and sexual violence issues, especially in the Spanish-speaking community. Ms. Alonzo also serves as an instructor for Adult Education Classes in Travis County, teaching a range of classes and focusing on empowering students.

Attachment C

Budget Detail Worksheet and Narrative

VIII. Budget Detail Worksheet and Narrative

A. Personnel

Year 1: Planning Phase – October 1, 2010 – September 30, 2011

Name/Position	Computation	Cost
Program Director Gretta Gardner	N/A	0
Office Specialist, Sr. Marcella Alonzo Fisher	N/A	0

The Program Director is responsible for grant management, evaluation, and reports; convening the committee meetings; and oversight of collaboration goals and tasks. The Office Specialist, Sr. is the liaison between committee members, the community, and the Director. She is responsible for all administrative tasks associated with the activities of the grant, i.e., preparation for meetings, scheduling trainings, etc. Funding for the Program Director and Office Specialist, Sr. will be used from the previous development grant upon approval by OVW of the Grants Adjustment Notice submitted in Spring 2010.

Years 2 & 3: Implementation Phase – October 1, 2011 – September 30, 2013

Name/Position	Computation	Cost
Program Director Gretta Gardner	\$47.76/hr. x 8 hrs/mo. x 24 mos.	\$9,170

During Year 2 and 3 of the Implementation Phase, the role of the Director will be reduced to 5%. The Director will generally oversee the grant and chair the Consulting Committee.

TOTAL PERSONNEL: \$9,170

B. Fringe Benefits

Years 2 & 3: Implementation Phase – October 1, 2011 – September 30, 2013

Name/Position	Computation	Cost
Program Director		
FICA/OASDI	\$9,170 x 0.062	\$569
FICA Medicare	\$9,170 x 0.0145	\$133
Workers Comp	\$9,170 x .75 x 0.0026	\$18
Retirement	\$9,170 x 0.1071	\$982

Travis County is requesting fringe benefits for the Program Director.

TOTAL FRINGE BENEFITS: \$1,702

TOTAL PERSONNEL AND FRINGE BENEFITS: \$10,872

C. Travel

Purpose of Travel	Location	Item	Computation	Cost
OVW-Mandated Training and Technical Assistance	TBD	Airfare	\$525 x 2 people x 6 trips	\$6,300
		Lodging	\$206 x 3 nights x 2 people x 6 trips	\$7,416
		Per diem	\$49.97 x 4 days x 2 people x 6 trips	\$2,399
		Transportation	\$46 x 2 people x 6 trips	\$552

\$16,667 of the required \$50,000 in OVW mandated technical assistance and training funds have been allocated to cover the cost of travel for staff in accordance with program guidelines. The sites of the training session are unknown at this time. These funds cover the Director and Office Specialist to attend training as required during the planning phase.

TOTAL TRAVEL: \$16,667

D. Equipment

N/A

TOTAL EQUIPMENT: \$0

E. Supplies

Supply Items	Computation	Cost
N/A		

TOTAL SUPPLIES: \$0

F. Construction

Purpose	Description of Work	Cost
N/A		

TOTAL CONSTRUCTION: \$0**G. Consultants/Contracts**

Name of Consultant	Service Provided	Computation	Cost
SafePlace			

See attached breakdown of services and computation of costs.

TOTAL CONSULTANTS/CONTRACTS: \$372,461**H. Other Costs**

Description	Computation	Cost
N/A		

TOTAL OTHER COSTS: \$0**I. Indirect Costs**

Description	Computation	Cost
N/A		0

TOTAL INDIRECT COSTS: \$0

Budget Summary

Budget Category	Amount
A. Personnel	\$9,170
B. Fringe Benefits	\$1,702
C. Travel	\$16,667
D. Equipment	\$0
E. Supplies	\$0
F. Construction	\$0
G. Consultants and Contracts	\$372,461
H. Other Costs	\$0
Total Direct Costs	\$400,000
I. Indirect Costs	\$0
TOTAL PROJECT COSTS	\$400,000
Federal Share Requested	\$0
Non-Federal (Match) Amount	

ATTACHMENT

ITEMIZED CONSULTANT/CONTRACTS LINE ITEM

A. Personnel**Yr 1 – Planning – October 1, 2010 – September 30, 2011**

Staff	Service Provided	Computation	Cost
Melinda Cantu	Co-manage grant activities	\$60,000/yr x 25%	\$15,000

Melinda Cantu will offer her unique knowledge and expertise to assist grant staff in managing the Safe Havens grant during the planning phase. Ms. Cantu will offer assistance in training community members on violence against women issues, identifying appropriate partnerships and community resources to better serve the clients of the Center, reviewing procedures and policies to assure culturally welcoming practices and services, reaching out to various community agencies to contribute to the start up development of the Center (e.g., another metal detector, phones, etc).

Yrs 2 & 3 - Implementation: October 1, 2011 – September 30, 2013

Staff	Service Provided	Computation	Cost
Melinda Cantu	Director of Center	\$60,000/yr x 2 yrs x 25%	\$30,000
Resource/Case Mgr TBD	Case Management & Community Liaison	\$27,000/yr x 2 yrs x 50%	\$27,000
Family Guide TBD	Monitor supervised visits	3 staff x \$25/hr. x 20 hrs/wk x 104 weeks	\$156,000
Exchange Guide TBD	Facilitate exchanges	2 staff x \$15/hr x 10 hrs/wk x 104 weeks	\$31,200

Funding allows the Center to open twenty (20) hours a week. The tentative hours of operation are Friday 4-8 p.m.; Saturday 10 a.m. – 4 p.m.; Sunday 2 p.m. – 8 p.m. and Monday 4-8 p.m. Melinda Cantu will be the Director of the Center at 25% of her time. The Resource/Case Manager, Family Guides, and Exchange Guides will be hired by SafePlace. We hope to find additional funding for Year 3 to hire two more Exchange Guides for a satellite location.

TOTAL STAFF: \$244,200

B. Travel

Purpose of Travel	Location	Item	Computation	Cost
OVW-Mandated Training and Technical Assistance	TBD	Airfare	\$525 x 4 people x 6 trips	\$12,600
		Lodging	\$206 x 3 nights x 4 people x 6 trips	\$14,832
		Per diem	\$49.97 x 4 days x 4 people x 6 trips	\$4,797
		Transportation	\$46 x 4 people x 6 trips	\$1,104

\$33,333 of the required \$50,000 in OVW mandated technical assistance and training funds have been allocated to cover the cost of travel for staff of the subcontractor, SafePlace, in accordance with program guidelines. The sites of the training sessions are unknown at this time.

TOTAL TRAVEL: \$33,333

C. Equipment

Item	Computation	Cost
Photocopier	1 x \$2,500	\$2,500
Color Printer	1 x \$1,500	\$1,500
Metal Detector Wands	2 x \$500	\$1,000
2 Laptop Computers	2 x \$1,600	\$3,200
4 Desktop Computers	4 x \$1,300	\$5,200
6 Software packages	6 x \$500	\$3,000
2 Air Cards for Laptops	2 x \$600	\$1,200

The photocopier and color printer will be used for staff to photocopy, scan and print. The metal detector will be used to scan personal property of clients upon entry. Ideally we would like to have two metal detectors – one at each entrance, but we will have to identify other funding or contributions by partnering agencies. The Exchange Guides will use the laptops for administrative duties, e.g., email, paperwork, and case management. The three (3) Family Guides and the Resource/Case Manager will use the four (4) desktop computers for email, paperwork, and case management. The software packages and air cards are necessary to use the hardware.

TOTAL EQUIPMENT: \$17,600

D. Supplies

Supply Items	Computation	Cost
Routine office supplies	\$25.22 x 36 mos.	\$908

Office supplies are needed for the general operation of the program. This includes ordinary sundries such as paper, pens, tape, etc.

TOTAL SUPPLIES: \$908

E. Contracts

Item	Computation	Cost
Law Enforcement	\$29/hr x 20 hrs/wk x 104 weeks	\$60,320

The Center will hire uniformed, armed off duty law enforcement officers to provide security for the center during operation.

TOTAL CONTRACTS: \$60,320

F. Other Costs

Description	Computation	Cost
Center Brochures	500 x \$2.22 per brochure	\$1,100

The Center Brochures are the informational pamphlets we will distribute throughout the County prior to opening to explain what services we provide, location, hours of operation, fee schedule and intake procedure.

TOTAL OTHER COSTS: \$1,100

Attachment D
Financial Accounting Practices

III. Financial Accounting Practices

Each applicant must prepare a response to the following questions. This section of your application should be no more than two pages and should be a separate attachment to the application in GMS and a separate section in the hard copy.

Will all funds awarded under this program be maintained in an account that is separate and distinct from other sources of revenue/funding?

Yes. All grants are accounted for separately in our general ledger.

Does the applicant have written accounting procedures?

Yes.

What type of inventory system does the applicant have in place?

Travis County does not maintain an inventory.

Does the applicant's current accounting system allow the applicant to separately track grant draw-downs and expenditures?

Yes.

Does the applicant have a risk management assessment process in place to identify and mitigate potential risks?

No, however financial analysts in the County Auditor's Office audit expenditures against the approved grant budget.

What is the applicant's records retention policy?

All grant documents are retained on site for 3 years then sent to offsite storage. Invoices are scanned and retained on site for 1 year then sent to offsite storage. Payroll documents are retained on site for 1 year then sent to offsite storage.

Has the individual primarily responsible for fiscal oversight attended a Fiscal Management Training Seminar put on by a U.S. government agency? If yes, when and which government agency?

No. However individuals do attend grant training offered by Management Concepts. Gretta Gardner, Safe Havens Grant Director, has attended a Fiscal Management Training Seminar by the U.S. Department of Justice, Office of the Comptroller, with Angela Pearson in 2004.

IV. Summary Data Sheet**Authorized Representative (Designee of County Judge Sam T. Biscoe):**

Caryl Colburn

Director, Travis County Counseling and Education Services

PO Box 1748

Austin, TX 78767-1748

Phone: (512) 854-4618

Fax: (512) 854-9146

Email: Caryl.Colburn@co.travis.tx.us

Grant Point of Contact:

Gretta Gardner

Director, Safe Havens Grant

Travis County Counseling and Education Services

PO Box 1738

Austin, TX 78767-1748

Phone: (512) 633-7026

Fax: (512) 854-9146

Email: gretta.gardner@gmail.com

Travis County has expended \$500,000 in Federal funds in the past fiscal year. The end date of the fiscal year is September 30, 2010.

Non-profit, Non-governmental Victim Services Collaboration Partner:

Travis County Domestic Violence & Sexual Assault Survival Center, d/b/a SafePlace

Type of Application: Development Project

V. Proposal Abstract

Travis County does not have a dedicated supervised visitation and safe exchange center for families who have experienced domestic violence, dating violence, child abuse, sexual assault and/or stalking. Funding will permit the County to create a center that is comprehensive, responsive, affordable, and accessible. The target population is families who have determined, through the courts or independently, that a 3rd party is needed to supervise visitation or facilitate an exchange. Travis County intends to reach underserved clients: (1) who cannot afford services; (2) who self-identify as needing services without court intervention; and (3) the 43% of households who speak English “less than very well.”

Planning Yr 1: Goal 1: Subcontract with SafePlace to co-manage the grant and develop a shared vision with SafePlace as the provider. Goal 2: Identify and secure a safe and accessible building and location. Goal 3: Monthly Planning Committee Meetings to continue developing policies and procedures; create job descriptions; and develop information for referrals. Goal 4: Quarterly Consulting Committee Meetings to create subcommittees and include the Kids Exchange Network. **Implementation Yr 2:** Goal 1: Open the center by mid-October 2011 and hire and train staff; implement policies and procedures; provide and safe exchanges. Goal 2: Implement a referral system and identify gaps. Goal 3: Quarterly Consulting Committee Meetings to ensure feedback from partners. Goal 4: Continue training and education to ensure knowledge of best practices. **Implementation Yr 3:** Goal 1: Create an evaluation process to ensure quality services. Goal 2: Add a satellite site. Goal 3: Quarterly Consulting Committee Meetings to review policies and procedures; find funding sources; and identify other site locations. Goal 4: Continue training and education to ensure knowledgeable of best practices. Goal 5: Establish SafePlace as the provider of services.

VI. Summary of Current OVW Projects

Travis County currently has one OVW project. We received a two-year development grant through the OVW Fiscal Year 2008 Safe Havens: Supervised Visitation and Safe Exchange Grant Program. The award period is October 1, 2008 through September 30, 2010. However, funding was delayed until mid-April, 2009. Our award number is 2008-CW-AX-K020. As of March 1, 2010 the total funds remaining in the award are \$115,465. As of the same date, the total remaining funds in the Personnel category are \$81,624, Fringe Benefits are \$15,103, the Contracts/Consultant category are \$2,405 and the Travel category are \$9,927.

OVW Sponsored Training & Technical Assistance Events Attended

Safe Havens Supervised Visitation & Safe Exchanges: New Grantee Orientation
OVW & ALSO
December 10-12, 2008
Alexandria, VA

Safe Havens Supervised Visitation & Safe Exchanges: OVW Development Grantee-All Site Meeting
March 18-20, 2009
Dallas, TX

Safe Havens Supervised Visitation & Safe Exchanges: OVW Development Grantee-All Site Meeting
July 7-9, 2009
Seattle, WA

A New Direction for a Safer Tomorrow
National Council of Juvenile and Family Court Judges
September 2-4, 2009
San Diego, CA

Site Visit to Faith & Liberty's Place
October 20-21, 2009
Dallas, TX

Embracing Hope: Healing Generations One Survivor at a Time
National District Attorneys Association
October 31, 2009- November 4, 2009
San Antonio, TX

Summary of Current OVW Projects – Page 2 of 3

Supervised Safe Exchanges: Accounting for the Safety of Battered Women and Their Children
Praxis

December 7-8, 2009

Tucson, AZ

The Fundamentals of Supervised Visitation Practices: An Exploration of Policy Design and
Center Operations

Praxis

January 12-13, 2010

Las Vegas, NV

Envisioning Solutions for Collaborative Practice

National Council of Juvenile and Family Court Judges

February 4-5, 2010

Phoenix, AZ

National Institute on Domestic Violence: Supervised Visitation & Community Partners

Family Violence Prevention Fund

February 11-12, 2010

Miami, FL

An Institute on the Practice of Orientation in Supervised Visitation Centers

Praxis

March 3-4, 2010

Hollywood, FL

Teleconferences Attended

Survivor Confidentiality Releases

NNEDV

June 17, 2009

Enhancing our Work with Men Who Use Violence, Part I

Praxis

July 8, 2009

Enhancing our Work with Men Who Use Violence, Part II

Praxis

July 15, 2009

Enhancing our Work with Men Who Use Violence, Part III

Praxis

July 22, 2009

Summary of Current OVW Projects – Page 3 of 3

Visitation Things Considered

Praxis

September 24, 2009

Documentation Dilemmas Confidentiality

Praxis

November 4, 2009

Confidentiality Considerations

Praxis

November 11, 2009

Batterers and Intervention Strategies, series 9

VAW

November 12, 2009

Record Keeping & Retention Practices

Praxis

November 18, 2009

Developing & Designing Supervised Visitation and Exchange Facilities that Account for Safety

Praxis

December 3, 2009

MEMORANDUM OF UNDERSTANDING

Travis County
and
Travis County Counseling & Education Services
and
Travis County Domestic Violence & Sexual Assault Survival Center, d/b/a SafePlace
and
Travis County Civil District Courts
and
Travis County Attorney's Office
and
Travis County Domestic Relations Office
and
Travis County Sheriff's Office
and
Austin Police Department

Travis County, Travis County Counseling & Education Services, SafePlace, Travis County Civil District Courts, Travis County Attorney's Office, Travis County Domestic Relations Office, Travis County Sheriff's Office, and the Austin Police Department hereby enter into this Memorandum of Understanding (MOU) for purposes of furthering our collaborative relationship and joint delivery of planning, developing, and implementing activities under the FY 2010 Safe Havens: Supervised Visitation and Safe Exchange Grant Program. The time period covered by this MOU is October 1, 2010 through September 30, 2013. These entities are involved in the Planning Committee for this project, described below.

I. Collaborative History and Services Provided

Travis County is the local unit of government applying for this grant.

Travis County Counseling & Education Services (TCCES) is the recipient grantee and lead agency. TCCES provides services for adults and juveniles referred from the justice system and other community agencies. It offers alcohol/drug and family violence assessments, case management and evidence-based rehabilitation programs. TCCES has been involved in funding services for victims, including domestic violence victims, for the past 20 years. Caryl Colburn, Director of TCCES, will continue to supervise the grant program. Gretta Gardner, Safe Havens Grant Director, and Marcella Alonzo Fisher, Grant Coordinator, are the project staff.

SafePlace exists to end sexual and domestic violence through safety, healing and prevention for individuals, families and our community. SafePlace offers a wide range of service to victims of domestic and sexual violence and the Austin/Travis County community as a whole. These include: a 24-hour crisis hotline; 105-bed emergency shelter; 48 transitional housing units; legal advocacy; case management; hospital accompaniment and support to recent rape victims; specialized services for youth and persons with disabilities; community education; and training,

Memorandum of Understanding – Page 2 of 5

among other services. Melinda Cantu, Shelter Director, will contract with TCCES as Co-Director of the Safe Havens Grant.

Travis County Civil District Courts govern the civil trial courts that hear and decide family law cases. The Courts routinely hear applications for family violence protective orders, as well as divorce and parent-child lawsuits in which evidence of family violence is present. The Office of the District Judges has two seats on the Planning Committee.

Travis County Domestic Relations Office (DRO) is the regulatory agency for the Kids Exchange Network in Travis County pursuant to guidelines adopted by the Travis County District Courts. DRO also performs custody evaluations when appointed as *Guardian ad litem* by the District Courts. DRO has two representatives on the Planning Committee.

Travis County Sheriff's Office (TCSO) was created in 1840 to prevent crime and keep the community safe. TCSO's role in safe exchange and supervised visitation will be through referrals to the program of those citizens needing the services provided. TCSO has one representative on the Planning Committee.

Travis County Attorney's Office (TCAO) assists victims of family violence in obtaining two-year protective orders against their abusers. As part of this process, TCAO routinely advocates for safe, supervised exchanges and visitations through agencies trained in monitoring and facilitating child visitations. The TCAO does this by obtaining a Court order requiring that all exchanges and visits between the parties occur in a safe environment. Erin Martinson, Chief of the Protective Order Division, is on the Planning Committee; and will continue to attend monthly meetings during the planning phase and be a resource to project staff as needed.

Austin Police Department (APD)-Family Violence Protection Team (FVPT) is a collaborative, community response to family violence that provides multiple services at one location. They improve access to law enforcement, counseling, crisis management and legal services for survivors of family violence and their children. FVPT has been in place since 1997 and has three components: investigative, legal, and social services. Kachina Clark, Victim Services Supervisor, will represent APD on the Planning Committee. Ms. Clark will continue to attend monthly meetings during the planning phase and be a resource to project staff as needed.

The Planning Committee is a collaboration of nine team members and three grant staff, who meet monthly to design and analyze the core elements of planning and executing a new supervised visitation and safe exchange center; give policy direction to the grant staff; and attend national trainings sponsored by OVW. All Planning Committee members have been historically involved in collaborative efforts related to responding to domestic violence, sexual assault, dating violence, child abuse and stalking in Travis County. For example, the Family Violence Protection Team (FVPT) includes: the Austin Police Department; SafePlace; Texas RioGrande Legal Aid; Travis County Attorney's Office; Travis County Sheriff's Office; Texas Advocacy Project; and the Travis County District Attorney's Office. FVPT offers integrated services that enable survivors of domestic violence in Austin/Travis County to access legal and supportive

Memorandum of Understanding – Page 3 of 5

services without having to visit several different agencies. Central purposes of this collaboration include ongoing coordination of services among member agencies to ensure a skillful and compassionate response to victims, and effective investigation and prosecution of offenders.

The FVPT was created in 1997 by the Austin/Travis County Family Violence Task Force (FVTF). Established in 1989, the FVTF includes the FVPT organizations, as well as the Domestic Relations Office, Travis County Counseling & Education Services, county, municipal and district courts, The University of Texas at Austin's Domestic Violence Clinic, and other entities. The FVTF created various innovations and best practices that enhance services for domestic violence victims, among which are: establishing the foundation for the coordinated community response to domestic violence, which led to the creation of a dedicated domestic violence county court; mandatory arrest policies; direct filing of family violence assault charges by law enforcement; and local standards for batterers' intervention programs, which has continued to coordinate across systems to ensure batterer compliance. Many of the FVTF members are also members of the Community Action Network's Victim Services Task Force, which is the official planning body for victim services issues in Austin/Travis County, and produces informational documents to raise awareness in the community.

II. Development of the FY 2010 Safe Havens: Supervised Visitation and Safe Exchange Grant Application to the Office on Violence Against Women (OVW)

All of the aforementioned agencies are committed to creating and implementing a comprehensive, responsive, affordable, and accessible supervised visitation and safe exchange center in Travis County. Members of the planning team have contributed to this application over the past year during meetings of the Planning Committee. This application is representative of the collective, collaborative planning and resources shared during our monthly meetings. SafePlace and project staff wrote the 2010 Safe Havens grant application, with the shared vision and input of planning partners.

III. Roles and Responsibilities

Travis County Counseling & Education Services (TCCES) will continue to be the lead agency for the purposes of this grant. TCCES will be the fiscal manager for the duration of this grant.

SafePlace will subcontract with TCCES to co-direct the management of the grant, working toward the transition of SafePlace as the lead agency for the FY 2010 Safe Havens grant-funded project by the end of the grant cycle.

SafePlace, Travis County Domestic Relations Office, Travis County Civil District Courts, Travis County Sheriff's Office, Travis County Attorney's Office, and the Austin Police Department will continue to have representatives on the Planning Committee for monthly meetings.

Planning Committee members will join the Consulting Committee at the onset of the implementation phase. The Consulting Committee will meet quarterly to provide input, direction,

Memorandum of Understanding – Page 4 of 5

and guidance to the work of the grant staff and the Planning Committee during the planning phase. Consulting Committee members are stewards of the center in the community.

All agency representatives will continue to update the Committees and project staff on trends in family violence identified in their respective agencies, and other relevant matters.

Planning Committee members agree to attend trainings and conferences sponsored by OVW, in compliance with the grant requirements.

V. Resources

Travis County will donate the time of Caryl Colburn, Director of TCCES, in her role as administrator of the grant.

Each organization participating in the MOU will allocate sufficient resources in their own budgets to cover the costs of participating in the planning and implementation endeavors outlined in this application. Additionally each organization will allocate sufficient time to accommodate ongoing collaboration and communication throughout the grant period.

All Planning Committee representatives will explore resources available within their agencies to contribute to the implementation phase of the project (e.g., furnishings, equipment, etc.).

SafePlace's subcontract under this MOU will be in the amount of \$357,224 for the thirty-six month period from October 1, 2010 through September 30, 2013. The payment schedule will be set forth in an agreement between TCCES and SafePlace. This monetary subcontract is subject to the approval of Travis County's application to the Office on Violence Against Women, U.S. Department of Justice.

Beyond the subcontract funds, TCCES will contribute product dissemination, meeting, and conference call costs related to the project.

Any of the signing agencies to this MOU may modify or exit this MOU within 30 days via written notice to Travis County.

We, the undersigned, approve the proposed project activities and budget as outlined in this Memorandum of Understanding for the FY 2010 Safe Havens: Supervised Visitation and Exchange Grant Program.

Samuel T. Biscoe
Travis County Judge

Date

Caryl Colburn
Director
Travis County Counseling & Education Services

Date

Julia Spann
Executive Director
SafePlace

Date

Lora J. Livingston
Presiding Judge
Travis County Civil District Courts

Date

David A. Escamilla
County Attorney

Date

Gregg Hamilton
Travis County Sheriff

Date

Art Acevedo
Chief of Police
Austin Police Department

Date

Scot Doyal
Director
Travis County Domestic Relations Office

Date

ATTACHMENTS

Caryl Clarke Colburn

303 East Annie St.

Austin, TX. 78704

512-441-2235

colburc@aol.com

PROFESSIONAL EXPERIENCE

Travis County Counseling & Education Services Department

Director

June 1997 to present

Under the direction of the Commissioners Court as Department Head of the Counseling & Education Services Department which promotes public safety and crime reduction and supports programs benefiting crime victims by providing substance abuse and domestic violence assessments, as well as, alcohol/drug programs to all eligible adults and juveniles referred from multiple courts. Work with other county departments, city offices, state jails, community organizations, and civil and criminal courts dealing with the criminal justice procedures of domestic violence offenders, victims and substance abuse offenders.

Travis County Justice & Public Safety Division, Austin, TX.

Interim Criminal Justice Coordinator August 2005 to February 2008

Serves under the direction of the Travis County Commissioners Court. Responsible for administration, management and functions and operates as direct supervisor for department heads for the Counseling and Education Services Department, the Juvenile Public Defender, and the Criminal Justice Planning Department. Works with elected or appointed officials in the county, city, state and community on matters pertaining to the justice system and public safety. Directs administrative work relating to a broad range of county management issues in the justice and public safety arena. Negotiates and monitors contracts, including the Central Booking Interlocal, and other purchasing processes under JPS authority. Interim position, in addition to permanent position, until new Coordinator is hired.

Travis County Justice & Public Safety Division

Interim JPS Executive Manager

August 2001 to August 2002

Interim position under the Commissioners Court serving as supervisor for all departments under the Justice and Public Safety Umbrella, including, Emergency Services & Management, STARFlight, Fire Marshal's Office, Medical Examiners Office, Juvenile Public Defender, Criminal Justice Planning and the Counseling & Education Services Department. Negotiated the revision of the Austin/Travis County Emergency Services & STARFlight Interlocal with the City of Austin. Served as liaison between the Commissioners Court and justice organizations, entities and jurisdictions in the justice and public safety arena of Travis County.

Travis County Counseling Center
Manager

March 1990 to June 1997

Managed a county department that provided educational and rehabilitative classes to adult and juvenile offenders. Supervised staff and contract instructors. Administrated contracts with twenty local agencies providing services for crime victims who received funding from the Travis County Crime Victims Fund. Developed curricula for classes, liaison and collaborator with other county departments, elected/appointed officials, other governmental agencies and outside agencies to determine community need for offender education. Reported to Commissioners Court/JPS Executive Manager.

Travis County Anti-DWI/Community Occupant Protection Program

Project Coordinator

July 1986 to March 1990

Assistant to Project Coordinator

January 1986 to July 1986

Developed, coordinated and delivered public education, campaigns and special events to community and schools on DWI/Safety belt issues. Coordinated DWI data collection from prosecution, probation and treatment. Supervised program staff, developed program budget. Reported on the program objectives to the state grant funding agency and county officials. Coordinated the citizen's group, FEDD-UPP (Forum to End Drunk Driving Using Preventive Programs). Coordinated the Dial-A-Ride Program in 1989.

Private Counseling Practice

1984 to 1989

Maintained a part-time private practice in counseling for six years. Conducted parenting classes with a colleague for parents of adolescents. Counseled adults, adolescents and families in individual and family therapy.

Middle Earth Unlimited, Inc. ~ Youth and Family Resource Center

Program Coordinator

Nov. 1984 to Nov. 1985

Supervised and provided individual and family counseling and parenting groups. Supervised staff and volunteer counselors. Coordinated and conducted case staffings, staff meetings, program data management and reporting. Responsible for the public relations efforts for the Youth and Family Resource Center.

Counselor Specialist

May 1982 to Nov. 1984

Provided counseling to individuals, families and groups at the Youth and Family Resource Center. Developed a curriculum and conducted a parenting skills group. Conducted screenings, intakes and follow-up on youth. Developed and facilitated groups on independent living skills for older teens at the Turning Point Group Home. Developed pre and post testing instrument for groups.

Austin State Hospital
CaseWorker I
MHMR Service Assistant; Aide

May 1977 to May 1980

Headed a unit team, interviewed and counseled patients' families. Prepared social histories and voluntary client screenings. Arranged financial histories and out-patient placement. Engaged in group, individual and family counseling. Worked as an aide, then supervised aides in assisting clients in grooming and social skills. Conducted group therapy on Interpersonal Loss, observed and evaluated progress of patients.

EDUCATION

Southwest Texas State University
San Marcos, TX.
Masters of Education in Counseling & Guidance **1980 to 1982**

University of Texas **1972 to 1976**
Austin, TX.
Bachelors of Art in Psychology

LICENSE AND CERTIFICATIONS

Licensed Professional Counselor
Texas license #6959

Psychological Associate Certification
Certificate #2143

ORGANIZATIONS AND COMMITTEES

- Austin/Travis County Family Violence Task Force/ Batterer Intervention Program & Prevention Committee
- Safe Havens Grant Planning Committee
- Travis County Fatality Review Team
- Travis County Family Justice Center Committee
- Justice System Coordinating Committee

References Available Upon Request

GRETTA GORDY GARDNER

gretta.gardner@gmail.com • 512.633.7026

ADMISSIONS

Supreme Court of Texas, April 2008

Court of Appeals of Maryland, December 1996

EDUCATION

University of Maryland School of Law, Baltimore, MD 21201

Juris Doctor, May 1995

Vassar College, Poughkeepsie, NY 12604

Bachelor of Arts, May 1990

Major: Psychology

EXPERIENCE

- 04/09-Present **Safe Havens Grant Director**, *Travis County Counseling & Education Services*, Austin, TX. Develop a multi-disciplinary Consulting Committee to create a sustainable strategic plan for a supervised visitation and safe exchange site for families with a history of domestic violence. Create and execute a community needs assessment. Coordinate focus groups to identify systemic barriers particularly the intersections of race, class, and language. Identify funding opportunities via government and community support. Facilitate meetings for the core collaboration team to create guiding principles, performance measures, goals and objectives and a mission statement. Participate in Travis County agency meetings: Batterer's Intervention Programs, Family Violence Task Force, Family Justice Center Initiative, and the Fatality Review Team.
- 09/07-05/08 **Director**, *National Domestic Violence Hotline*, Austin, TX. Planned, implemented, managed, and evaluated strategies to enhance Hotline operations. Cultivated and maintained national networking opportunities and advocacy with other programs that were instrumental to Hotline operations. Led and facilitated problem resolution techniques to promote positive working relationships. Led and facilitated activities to strengthen internal and cross-team management and team-building. Oversaw the financial management of Hotline operations with the President and assisted in developing and managing the annual budget. Supervised six managers with a line staff of seventy employees who received 19,500 calls per month.
- 05/05-01/07 **Program Manager**, *National Network to End Domestic Violence*, Washington, DC. Managed and assisted in the development and execution of the pilot Allstate Domestic Violence Program. Supervised the Public Affairs Specialist and the Economic Justice Specialist. Coordinated the deliverables of the collaboration to include a national conference, grants to state domestic violence coalitions, an economic empowerment financial curriculum for battered women, and tasks as assigned. Organized public relations events for The Allstate Domestic Violence Program. Informed The Allstate Foundation of opportunities to engage in domestic violence awareness initiatives.

Gretta Gardner**Page 2**

- 05/02-05/05 **Managing Attorney**, *Pennsylvania Coalition Against Domestic Violence*, Washington, DC. Performed administrative management duties for the DC Office of the Legal Department. Directed four national technical assistance legal projects: STOP Violence Against Women Grants Technical Assistance Project, the National Center on Full Faith and Credit, the Legal Assistance Providers' Technical Outreach Project, and the Battered Women's Justice Project-Civil. Supervised twenty-two employees. Managed an annual \$3M office budget. Participated in national public policy discussions on legal interventions to end violence against women. Collaborated with the Office on Violence Against Women, U.S. Department of Justice and other federal and state agencies.
- 02/00-05/02 **Senior Attorney**, *STOP Violence Against Women Grants Technical Assistance Project*, *Pennsylvania Coalition Against Domestic Violence*, Washington, DC. Managed the technical assistance to state and local STOP grantees (advocates, police officers, prosecutors, and courts) that implement the goals of the STOP provisions of the Violence Against Women Act. Responsible for the establishment of a clearinghouse of information and trainings on policy, law, and practice related to STOP Formula Grants.
- 05/99-02/00 **Assistant State's Attorney**, *State's Attorney's Office for Montgomery County - Family Violence Team*, Rockville, MD. Prosecuted misdemeanor and felony child abuse, sex offense, domestic violence, and elder abuse cases. Conducted police training. Attended community meetings.
- 04/97-04/99 **Assistant State's Attorney**, *State's Attorney's Office for Baltimore City - Domestic Violence Unit*, Baltimore, MD. Prosecuted misdemeanor domestic violence cases. Trained new prosecutors. Conducted preliminary hearings. Participated in the Domestic Violence Coordinating Council Sub-Committee for Violations of Probation.
- 10/95-04/97 **Judicial Law Clerk**, *The Honorable Martin P. Welch, Judge-in-Charge-of Juvenile, Circuit Court for Baltimore City*, Baltimore, MD. Researched and drafted memoranda of law, opinions, and orders. Supervised interns. Maintained violation of probation dockets. Updated library. Responded to inmate mail. Assisted with general matters in the Juvenile Delinquency and Child in Need of Assistance dockets.
- 09/94-09/95 **Judicial Law Clerk**, *The Honorable David Ross, Circuit Court for Baltimore City*, Baltimore, MD. Researched and drafted memoranda of law regarding petitions for post-conviction and habeas corpus relief. Wrote case summaries for pre-trial conferences. Scheduled hearings for domestic merits and domestic violence cases. Maintained the weekly docket. Drafted new policies and procedures for the Circuit and District Courts of Baltimore City to improve the service of *Ex Parte* and Protective Orders. Organized and updated the library. Assisted with general matters in the domestic merits and criminal misdemeanor dockets.

Gretta Gardner
Page 3

AFFILIATIONS

- 02/10-Present National Center on Full Faith and Credit, Washington, DC, *Strategic Planning Committee Member*
- 04/09-Present National Council on Juvenile & Family Court Judges, Reno, NV, *Burgandy Book Revisions Steering Committee*
- 01/08-05/08 American Bar Association Commission on Domestic Violence, Washington, DC.
Liaison
- 06/03-01/06 Women Empowered Against Violence (WEAVE, Inc.), Washington, DC.
01/05-10/05 *Board Co-Chair*
- 09/02-09/06 National Organization of Sisters of Color Ending Sexual Assault, Canton, CT
Board Member
- 02/02-05/05 National Domestic Violence Fatality Review Initiative, Waco, TX.
Advisory Committee Member

Marcella Alonzo Fisher

P.O. Box 1748 Austin, TX 78767 512-461-0100 marcy.alonzo@gmail.com

SUMMARY OF QUALIFICATIONS

- Planned and executed meetings and fundraisers
- Ability to advocate for clients of diverse backgrounds
- Superior writing and verbal skills
- Able to read, write and, speak Spanish fluently
- Proficient in MS Word, Excel, Power Point, and others respectively

EDUCATION

Bachelor of Arts in Political Science

Texas State University-San Marcos, Texas May 2003

Bachelor of Arts in Communication Studies

Texas State University-San Marcos, Texas December 2007

American Board of Optometry Certification May 2001

Continued credit based certification

EMPLOYMENT

Office Specialist Sr.

May 2009-Present

- Adapt strategy to changing conditions and communicate changes effectively to team members
- Assist in writing periodic reports for grant eligibility
- Develop new filing and record keeping system
- Act as a liaison between the community and committees

Adult Class Instructor

December 2008-Present

Travis County Counseling & Education Services, Austin, Texas

- Teach behavior modification classes to adults with various offenses
- Develop strategies to keep clients engaged and participating
- Offer alternative behaviors/solutions for habitual behavior
- Empower clients by providing resources and answering questions

Life Skills Instructor

August 2008-August 2009

SafePlace, Austin, Texas

- Prepared and executed classes on various topics
- Developed lesson plans in Spanish by doing extensive research
- Co-established materials for social awareness classes
- Spear headed campaign to acquire donations for bi-annual graduation

- Worked one-on-one with survivors of domestic violence and their families
- Brainstormed safety plans with clients and their families

Marketing Supervisor

August 2005-March 2008

Sam's Club, San Marcos, Texas

- Supervised team of 15 people to insure attainment of goals
- Executed open houses and fundraisers to attract new prospects
- Created events with local non-profits to help create awareness
- Created budgets and goals for team
- Interacted with city leaders and chamber members to execute events
- Oversaw Foundation monies and allocated them accordingly

Business Marketing Representative

March 2003-August 2005

Sam's Club, Austin, Texas

- Communicated with business owners, CEOs, managers, as well as customers and peers to educate them about Sam's Club
- Coordinated Children's Miracle Network fundraising and special events
- Partnered with local organizations to assist them with fundraising as well as market our brand
- Marketed benefits and brand of company to expand member base

Cashier Supervisor

February 2002-March 2003

Sam's Club, Austin, Texas

- Supervisory leadership for 26 cashiers ensuring customer satisfaction
- Initiated new training procedures for new hires
- Communicated with customers and peers to provide superior customer service
- Balanced registers and change drawer on a daily basis to ensure proper accounting

**Melinda Cantu
7125 Scenic Brook Drive
Austin, Texas 78736**

EDUCATION

1989: Bachelor of Arts Degree in Social Work – St. Edward’s University – Austin, Texas

1994: Master’s of Science in Social Work – University of Texas at Austin

EXPERIENCE

Sept. 1989- Aug.1990 Middle Earth Unlimited Inc.

Intake Specialist: Conducted initial intake with children entering into emergency youth shelter, information and referral hotline, and crisis intervention with youth running away from home.

Aug. 1990 – Dec.1992 Center for Battered Women

Children’s Activities Specialist: Conducted therapeutic groups for domestic violence shelter children’s program, supervised volunteers, planned and supervised recreational groups for children (infant – 17 years old).

Dec. 1992 – Jan.1996 Center for Battered Women

Coordinator of Children’s Services: Supervised children’s staff at shelter, coordinated and planned for program, budget planning and management. Worked with a team of staff to meet the needs of the families living in the shelter.

Jan. 1996 – Nov. 2000 SafePlace

Director of Children’s Services: Supervised, planned and budgeted for three separate children’s programs at three different sites – Shelter, Supportive Housing and Resource Center. Began the children’s therapeutic program, which included supervision of three counselors. Supervised all program staff. Created and maintained the yearly budget, including annual goals, objectives and management plan. Worked with partner agencies to meet the needs of all families involved with the agency. Worked with the grants team to continue to develop funds for the program. Internal and external collaboration on all levels.

Nov. 2000- July 2004 SafePlace

Director of Education and Care: Developed and helped establish an on-site child development center and an on-site K-8 educational program. This included meeting with architects and working with staff on construction and design issues. Equipped the building, including eight classrooms, a kitchen and file room. Organized payment system in which we could monitor three different client bases. Supervised K-8 teachers as well as child development center staff. Created budget for the program and supported/monitored federal grant contract, as well as city contracts. Monitored monthly statistics and records and supervised operations of both programs

July 2004-present SafePlace

Shelter Director – Provide supervision and on-site management of emergency shelter for battered adults and children. This includes supervising staff, budget oversight, planning and monitoring various programs within the shelters. Also supervise on-site K-8 educational program. Act as liaison with the University of Texas, which holds the Charter for the on-site program.

TASK FORCES/WORK GROUPS/MEMBERSHIPS

Association of Latinos in Social Work: 1995-present; Treasurer: 2002- present; Co-Chair: 2002-2004

Children's Advocacy Task Force of the Texas Council on Family Violence: 1995-2000

Latina Task Force of the Texas Council on Family Violence: 1995 – 1998

Children and Homelessness Work Group – Texas Education Agency Region XIII Education Service Center: 2000 - 2002

Early Education and Care Planning Committee – Austin, Texas: 2000 – 2003

VOLUNTEER WORK

Austin Rape Crisis Center – Hospital Advocate: 1987

Center for Battered Women – Children's Program: 1988

Habitat for Humanity – volunteer: 1997

Child Incorporated Head Start Program – Parent meeting facilitator: 1987, 1992, 1995, 1998, 2001

PRESENTATIONS AT TRAININGS/CONFERENCES AND WORKSHOPS

Texas Council on Family Violence – Cross Cultural Programming; Children of Battered Women; And the Children Will Come Too; Working with Children of Latino Families with Issues of Domestic Violence; Self Care for Advocates: 1989 – 1999

Texas Education Agency Region XIII Education Service Center – Working with Children of Domestic Violence, Impact and Intervention – What Do We Do about Children and Domestic Violence: 1998 – 2000

Austin Families - Children and Domestic Violence: 1998 – 2002

Main Presenter for Webb County Domestic Violence Task Force Group – Conference: 2000

Attachment E
Assurance/Certification Forms



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. §7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Juan E. Spann
Signature Date

1-13-2012
Date

Attachment F

Ethics Affidavit including Key Contracting Persons List

Attachment F

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: 1-13-2012

Name of Affiant: Julia E. Spann

Title of Affiant: Executive Director

Address: P.O. Box 19454, Austin, TX 78760

Business Name of Contractor: SafePlace

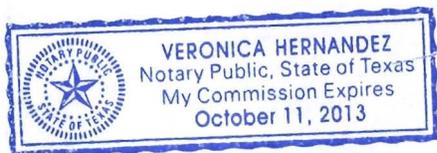
County of Contractor: Travis

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 associated with the Contract and attached this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Contractor is doing business or has done business during the 365-day period immediately before the date of this Affidavit whose name has not already been disclosed.

Julia E. Spann
Signature of Affiant

SUBSCRIBED AND SWORN TO before me by: Julia E. Spann on January 13th 12.



Veronica Hernandez
Notary Public, State of Texas
Veronica Hernandez
Typed or printed name of notary

My commission expires: October 11, 2013

Contractor acknowledges that Contractor is doing business, or has done business, during the 365-day period immediately prior to the date of this Affidavit with the following key persons and warrants that these are the only such key persons:

If no one is listed above, Contractor warrants that Contractor is not doing business, and has not done business, during the 365-day period immediately prior to the date of this Affidavit with any key person.

LIST OF KEY CONTRACTING PERSONS**January 18, 2011****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	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant.....	Melissa Velasquez	
Executive Assistant.....	Josie Z. Zavala	
Executive Assistant.....	Cheryl Aker*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant.....	Deone Wilhite*	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse).....	Leonard Huber	Retired
Executive Assistant.....	Garry Brown	
Executive Assistant.....	Lori Duarte	
Executive Assistant.....	Michael Nalick	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
Executive Manager, Administrative	Vacant	
Executive Manager, Budget & Planning.....	Rodney Rhoades	
Executive Manager, Emergency Services.....	Danny Hobby	
Executive Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR	Steven M. Manilla, P.E.*	
Executive Manager, Criminal Justice Planning	Roger Jefferies	
Director, Facilities Management.....	Roger El Khoury, M.S., P.E.	
Chief Information Officer.....	Joe Harlow	
Director, Records Mgmt. and Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, Civil Division	Jim 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	Tamara Armstrong	
Attorney, Transactions Division	Daniel Bradford	
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.	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	

Purchasing Agent Assistant IV Diana Gonzalez
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Oralia Jones, CPPB
 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 George R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IV John E. Pena, CTPM*
 Purchasing Agent Assistant III Vacant
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Elizabeth Corey, C.P.M.*
 Purchasing Agent Assistant III Rosalinda Garcia
 Purchasing Agent Assistant III Loren Breland, CPPB
 Purchasing Agent Assistant II C.W. Bruner, CTP*
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 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 III	Vania Ramaekers, CPPB, CPPO	04/26/11
Attorney, Transactions Division	Sarah Churchill	04/30/11
Executive Assistant	Chris Fanuel	04/30/11
Purchasing Agent Assistant II	Donald E. Rollack	05/31/11
Special Assistant to Comm. Court	Christian Smith	05/31/11
Executive Manager, TNR	Joseph Gieselman	01/31/12

* Identifies employees who have been in a position for less than one year.

Attachment G
Semi-Annual Progress Report Form

U.S. Department of Justice
Office on Violence Against Women
SEMI-ANNUAL PROGRESS REPORT FOR

**Safe Havens: Supervised Visitation and
Safe Exchange Grant Program**



Brief Instructions: This form must be completed for each Safe Havens: Supervised Visitation and Safe Exchange Grant Program (Supervised Visitation Program) grant received. The grant administrator or coordinator must ensure that the form is completed fully with regard to all grant activities. If the program involves more than one site (either for provision of services or for planning), there will still be only one form completed for each program. Grant partners, however, may complete sections relevant to their portion of the grant. Grant administrators or coordinators are responsible for compiling and submitting a single report that reflects all information collected from grant partners.

All grantees should read each section to determine which items they must answer, based on the activities engaged in under this grant during the current reporting period. Sections A1, B, C2, C3, E, and F of this form must be completed by all grantees. In subsections A2, C1, and C4, and section D, grantees must answer an initial question about whether they engaged in certain activities during the current reporting period. If the response is yes, then the grantee must complete that section or subsection. If the response is no, the rest of that section or subsection is skipped.

For example, if you receive funds to hire staff for the purposes of planning and protocol development, you will complete sections A, B, C2, C3, C4, E, and F (and answer 'no' in C1 and D); or if you receive funds to hire staff for services and training, you will complete sections A, B, C1, C2, C3, D, E, F (and answer 'no' in C4).

The activities of volunteers or interns should be reported if they are coordinated or supervised by Supervised Visitation Program-funded staff or if Supervised Visitation Program funds substantially support their activities.

For further information on filling out this form, refer to the separate set of instructions, which contains detailed definitions and examples illustrating how questions should be answered.

SECTION	Page Number
Section A: General Information	1
A1: Grant Information	1
A2: Staff Information	3
Section B: Program Activities	4
Section C: Function Areas	5
C1: Training and Staff Development	5
C2: Coordinated Community Response	8
C3: Policies	10
C4: Planning	12
Section D: Services	14
Section E: Community Measures	19
Section F: Narrative	20

SECTION **A1**

GENERAL INFORMATION
Grant Information
 All grantees must complete this subsection.



1. **Date of report** (format date with 6 digits, like - 01/31/09)
2. **Current reporting period** **January 1-June 30** **July 1-December 31** (Year)

3. **Grantee name** TRAVIS COUNTY OF

4. **Grant number** 2010-CW-AX-K018
 (the federal grant number assigned to your Supervised Visitation Program grant)

5. **Type of implementing agency/organization**
 (Check one.)

- | | |
|---|--|
| <input type="checkbox"/> Court (state or local) | <input type="checkbox"/> Supervised visitation center |
| <input type="checkbox"/> Domestic violence program | <input type="checkbox"/> Supervised visitation and exchange center |
| <input type="checkbox"/> Sexual assault program | <input type="checkbox"/> Tribal government |
| <input type="checkbox"/> State government | <input type="checkbox"/> Unit of local government |
| <input type="checkbox"/> Supervised exchange center | <input type="checkbox"/> Other (specify): <input type="text"/> |

5A. **Is this a faith based organization?**

- Yes No

6. **Grant description**

(Check all that apply and report the number of sites for each type of grant.)

	Type of grant	Number of planned sites	Number of operational sites
<input type="checkbox"/>	Supervised Visitation Program (development)	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	Supervised Visitation Program (continuation)	<input type="text"/>	<input type="text"/>

7. **Point of contact**

(person responsible for the day-to-day coordination of the grant)

First name _____ MI _____ Last name _____

Agency/organization name _____

Address _____

City _____ State Zip code _____

Telephone _____ Facsimile _____

E-mail _____

8. **Does this grant specifically address tribal populations?**

(Check yes if your Supervised Visitation Program grant focuses on tribal populations, and indicate which tribes or nations you serve or intend to serve.)

- Yes No **If yes, which tribes/nations:**

9. What percentage of your Supervised Visitation Program grant funds was directed to each of these areas?

(Report the area(s) addressed by your Supervised Visitation Program grant during the current reporting period and estimate the approximate percentage of funds [or resources] used to address each area. Grantees that are providing visitation and/or exchange services should use the number of cases in each area. Grantees that are in a planning phase should consider services that they anticipate providing.)

Throughout this form, the term **sexual assault** includes both assaults committed by offenders who are strangers to the victim/survivor and assaults committed by offenders who are known to, related by blood or marriage to, or in a dating relationship with the victim/survivor. The term **domestic violence/dating violence** applies to any pattern of coercive behavior that is used by one person to gain power and control over a current or former intimate partner or dating partner. **Stalking** is defined as a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress. **Child abuse** means a threat to a child's health or welfare by physical, mental, or emotional injury or impairment, sexual abuse or exploitation, deprivation of essential needs, or lack of protection from these, by a person responsible for the child (or as defined by your state's statutes.) (See separate instructions for more complete definitions.)

	Percentage of grant funds
Sexual assault	<input type="text"/>
Domestic violence/dating violence	<input type="text"/>
Stalking	<input type="text"/>
Child abuse	<input type="text"/>
TOTAL (must equal 100%)	<input type="text" value="0%"/>

SECTION A2

Staff Information

Were Supervised Visitation Program funds used to fund staff positions during the current reporting period?

Check yes if Supervised Visitation Program grant funds were used to pay staff, including part-time staff and contractors.

- Yes—answer question 10
 No—skip to section B

10. Staff

(Report the total number of full-time equivalent [FTE] staff funded by the Supervised Visitation Program grant during the current reporting period. Report staff by functions performed, not by title or location. Include employees who are part-time and/or only partially funded with these grant funds as well as consultants/contractors. Report grant-funded overtime. If an employee or contractor was employed or utilized for only a portion of the reporting period, prorate appropriately. For example, if you hired a full-time administrator in October who was 100% funded with Supervised Visitation Program funds, you would report that as .5 FTE. Report all FTEs in decimals, not percentages. One FTE is equal to 1,040 hours – 40 hours per week x 26 weeks. See separate instructions for examples of how to calculate and prorate FTEs.)

Staff	FTE(s)
Administrator (<i>fiscal manager, executive director, project coordinator</i>)	<input type="text"/>
Program/center coordinator (<i>training coordinator, visitation services coordinator, volunteer coordinator</i>)	<input type="text"/>
Security	<input type="text"/>
Supervision staff for visitation and exchange	<input type="text"/>
Support staff (<i>administrative assistant, receptionist, bookkeeper, accountant</i>)	<input type="text"/>
Trainer	<input type="text"/>
Translator/interpreter	<input type="text"/>
Victim advocate (<i>non-governmental, includes domestic violence, sexual assault and dual</i>)	<input type="text"/>
Other (<i>specify</i>): <input type="text"/>	<input type="text"/>
TOTAL	0.00

SECTION **B**

PROGRAM ACTIVITIES
All grantees must complete this section.

11. Program activities

(Check all program activities supported with Supervised Visitation Program funds during the current reporting period.)

Check ALL that apply	Program activities
<input type="checkbox"/>	Establishment or expansion of supervised visitation and exchange services.
<input type="checkbox"/>	Development of community-based consulting committees to plan and/or implement visitation and exchange services.
<input type="checkbox"/>	Development and implementation of policies and procedures regarding security, intake, case referral, record keeping, and confidentiality.
<input type="checkbox"/>	Enhancement of program services to address special needs of underserved populations.
<input type="checkbox"/>	Development and implementation of effective training for project staff and volunteers.

12. Program priorities addressed by your grant

(In addition to the program activities identified above, the Supervised Visitation Grant Application and Program Guidelines may have identified program priority areas that would receive priority consideration. If your program addressed any of these priority areas during the current reporting period, list them below.)

SECTION **C1**

FUNCTION AREAS

Training and Staff Development

Were your Supervised Visitation Program funds used for training and/or staff development during the current reporting period?

Check yes if Supervised Visitation Program-funded staff provided training or staff development, or if grant funds directly supported the training or staff development.

- Yes—answer questions 13-17
 No—skip to C2

For purposes of this reporting form, **training** means providing information on sexual assault, domestic violence, dating violence, child abuse, and/or stalking that enables professionals to improve their response to victims/survivors as it relates to their role in the system. **Staff development** is training attended by staff funded under your Supervised Visitation Program grant.

13. Training and staff development events provided

(Report the total number of training events and the total number of staff development events provided during the current reporting period with Supervised Visitation Program funds.)

Total number of training events provided (excluding staff development events)

Total number of staff development events provided

14. Number of people trained

(Report the number of people trained during the current reporting period by Supervised Visitation Program-funded staff or training supported by Supervised Visitation Program funds. Use the category that is most descriptive of the people who attended the training event. If you do not know how many people to report in specific categories, you may report the overall number in "Multidisciplinary," but this category should be used only as a last resort. Do not include staff funded under your Supervised Visitation Program grant who attended staff development events.)

People trained	Number	People trained	Number
Advocacy organization staff (NAACP, AARP)	<input style="width: 80px;" type="text"/>	Prosecutors	<input style="width: 80px;" type="text"/>
Attorneys/law students (does not include prosecutors)	<input style="width: 80px;" type="text"/>	Sex offender treatment provider	<input style="width: 80px;" type="text"/>
Batterer intervention program staff	<input style="width: 80px;" type="text"/>	Social service organization staff (non-governmental - food bank, homeless shelter)	<input style="width: 80px;" type="text"/>
Child welfare workers/children's advocates	<input style="width: 80px;" type="text"/>	Substance abuse treatment provider	<input style="width: 80px;" type="text"/>
Corrections personnel (probation, parole, and correctional facilities staff)	<input style="width: 80px;" type="text"/>	Supervised visitation and exchange center staff (staff not funded under your Supervised Visitation Program grant)	<input style="width: 80px;" type="text"/>
Court personnel (judges, clerks, mediation staff)	<input style="width: 80px;" type="text"/>	Translators/interpreters	<input style="width: 80px;" type="text"/>
Government agency staff (vocational rehabilitation, food stamps, TANF)	<input style="width: 80px;" type="text"/>	Tribal government/Tribal government agency staff	<input style="width: 80px;" type="text"/>
Guardians ad Litem	<input style="width: 80px;" type="text"/>	Victim advocates (non-governmental, includes sexual assault, domestic violence, and dual)	<input style="width: 80px;" type="text"/>
Health professionals (doctors, nurses)	<input style="width: 80px;" type="text"/>	Victim assistants (governmental, includes victim-witness specialists/coordinators)	<input style="width: 80px;" type="text"/>
Law enforcement officers	<input style="width: 80px;" type="text"/>	Volunteers	<input style="width: 80px;" type="text"/>
Legal services staff (does not include attorneys)	<input style="width: 80px;" type="text"/>	Other (specify): <input style="width: 100px;" type="text"/>	<input style="width: 80px;" type="text"/>
Mental health professionals	<input style="width: 80px;" type="text"/>		
Multidisciplinary (various disciplines at same training)	<input style="width: 80px;" type="text"/>		
TOTAL			<input style="width: 80px; border: 2px solid black;" type="text" value="0"/>

15. Training content areas

(Indicate all topics covered in training events provided with your Supervised Visitation Program funds during the current reporting period. Do not include topics covered in staff development events. See definitions of training and staff development at the beginning of subsection C1. Check all that apply.)

Domestic violence, dating violence, sexual assault, and child abuse

- Advocate response
- Child abuse overview, dynamics, and services
- Child development
- Child protective services
- Child witnesses
- Custody statutes/codes
- Confidentiality
- Dating violence overview, dynamics, and services
- Domestic violence overview, dynamics, and services
- Dynamics relating to non-offending parents and offending parents
- Family law
- Parenting issues
- Resources for families
- Safety planning
- Sexual assault overview, dynamics, and services
- Stalking overview, dynamics, and services
- Supervised visitation and exchange
- Other (specify):

Justice system

- Civil court procedures
- Child abuse statutes/codes
- Custody statutes/codes
- Domestic violence/dating violence statutes/codes
- Expert testimony
- Family law
- Judicial response
- Law enforcement response
- Mandatory reporting requirements
- Probation response
- Protection orders (including full faith and credit)

- Sexual assault statutes/codes
- Stalking statutes/codes
- Supervised visitation and exchange
- Other (specify):

Underserved populations

Issues specific to families who:

- are American Indian or Alaska Native
- are Asian
- are black or African American
- are elderly
- are Hispanic or Latino
- are homeless or living in poverty
- are immigrants, refugees, or asylum seekers
- are lesbian, gay, bisexual, transgender, or intersex
- are Native Hawaiian or other Pacific Islander
- have disabilities
- have limited English proficiency
- have mental health issues
- have substance abuse issues
- live in rural areas
- Other (specify):

Organization and community issues

- Collaboration
- Community response to sexual assault
- Coordinated community response
- Technology
- Other (specify):

16. Number of staff who attended staff development events

(Report the number of staff funded under your Supervised Visitation Program grant who attended staff development events.)

Number of people

17. (Optional) Additional information

(Use the space below to discuss the effectiveness of training activities funded or supported by your Supervised Visitation Program grant and to provide any additional information you would like to share about your training activities beyond what you have provided in the data above. An example might include: "The visitation center program director and the children's program director at the local domestic violence center developed a training curriculum based upon 'The Batterer as Parent' by Lundy Bancroft and Jay Silverman. This training was delivered to local professionals, including attorneys, mental health professionals, and child protective service workers. Evaluation results showed increased knowledge in the effects of DV on children and how to work with battering parents.")(Maximum 2000 Characters)

SECTION C2

Coordinated Community Response
 All grantees must complete this subsection.

18. Coordinated community (CCR) response activities

(Check the appropriate boxes to indicate the agencies or organizations, even if they are not memorandum of understanding [MOU] partners or consulting committee members, that you provided family referrals to, received referrals from, engaged in consultation with, provided technical assistance to, and/or attended meetings with, during the current reporting period, according to the usual frequency of the interactions. If the interactions were not part of a regular schedule, you will need to estimate the frequency with which these interactions occurred during the current reporting period. If Supervised Visitation Program-funded staff participated in a task force or work group, indicate that under "Meetings" by checking the frequency of the meetings and the types of organizations participating. Indicate which of these agencies/organizations are consulting committee members for your Supervised Visitation Program grant. In the last column, indicate the agencies or organizations with which you have an MOU for the purposes of the Supervised Visitation Program grant.)

If you have a planning grant, report planning meetings, consulting committee members, and MOU partners.

Agency/organization	Family referrals, consultations, technical assistance			Meetings			Consulting committee member	MOU partner
	Daily	Weekly	Monthly	Weekly	Monthly	Quarterly		
Advocacy organization (NAACP, AARP)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Batterer intervention program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child advocacy program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child protective services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Corrections (probation, parole, and correctional facilities)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Court	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Domestic violence program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Educational institutions/organizations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Faith-based organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Government agency (INS, Social Security, TANF)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Health/mental health organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Law enforcement agency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal organization (legal services, bar association, law school)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prosecutor's office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sexual assault organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Social service organization (non-governmental)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Substance abuse treatment provider	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tribal government/Tribal government agency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify): <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OMB Clearance # 1122-0009
Expiration Date: 06/30/2011

19. (Optional) Additional information

(Use the space below to discuss the effectiveness of CCR activities funded or supported by your Supervised Visitation Program grant and to provide any additional information you would like to share about your CCR activities beyond what you have provided in the data above. An example might include an increase in appropriate referrals to the supervised visitation center from the three local courts following a series of planning meetings of a multi-disciplinary workgroup with membership from judges, domestic violence programs, law enforcement agencies, and the supervised visitation center. (Maximum 2000 Characters)

SECTION
C3

Policies

All grantees must complete this subsection.

Were your Supervised Visitation Program funds used to develop, substantially revise, or implement policies or protocols during the current reporting period?

Check yes if Supervised Visitation Program-funded staff developed, substantially revised, or implemented policies or protocols, or if Supervised Visitation Program funds directly supported the development, revision, or implementation of policies or protocols.

- Yes—answer questions 20-21
 No—skip to C4

20. Types of policies or protocols developed, substantially revised, or implemented during the current reporting period

(Check all the types of policies or protocols developed, substantially revised, or implemented during the current reporting period. Check all that apply.)

Center operations

- Confidentiality
 Flexible hours of operation
 Income-based fees (*sliding scale*)
 Program does not charge fees
 Recordkeeping and report writing
 Staff, board, and/or volunteers represent the diversity of your service area
 Other (*specify*):

Service provision

- Appropriate response to underserved populations
 Child-friendly (*toys, games, appropriate décor*)
 Court feedback procedures
 Courtesy monitoring
 Document exchange procedures
 Mandatory training on domestic violence/dating violence, sexual assault, child abuse, and stalking
 Out-of-jurisdiction referrals
 Parent education program procedures
 Service termination
 Supervised exchange procedures
 Other (*specify*):

Security and safety

- Different entrances for parties
 Escort for children and custodial parent
 Metal detectors
 Panic button(s)
 Private, secure drop-off locations for children
 Private, secure entrances for children and custodial parent
 Security guards
 Security measures in place (*cameras, staff, etc.*)
 Security staff observations
 Staggered arrival/departure times
 Other (*specify*):

21. (Optional) Additional information

(Use the space below to discuss the effectiveness of policy development activities funded or supported by your Supervised Visitation Program grant and to provide any additional information you would like to share about your policy development activities beyond what you have provided in the data above. An example might include an increase in the number of families participating in the supervised visitation program following the development and implementation of an income-based fee scale.)
(Maximum 2000 characters)



SECTION
C4

Planning

Are you in the planning phase of a Safe Havens Development Grant?

Check yes if you have a Supervised Visitation Program development grant and you are in the planning phase. Only those grantees who received a Supervised Visitation Program development grant and who are in the planning phase will answer questions 22-25.

- Yes—answer questions 22-25
 No—skip to section D

22. Planning meetings

(Report the total number of planning meetings and the total number of people attending planning meetings during the current reporting period.)

Total number of planning meetings	

Total number of people attending	

23. Planning activities conducted

(Check all that apply.)

- Conducting needs assessments
 Creating goals and objectives
 Creating personnel and agency policies
 Identifying location(s) for visitation center(s)
 Identifying resources
 Identifying visitation center models
 Other (specify): _____

24. Number of site visits to visitation and/or exchange centers

(Report the number of site visits to visitation and/or exchange centers.)

Number of visits

25. (Optional) Additional information

(Use the space below to discuss the effectiveness of planning activities funded or supported by your Supervised Visitation Program grant and to provide any additional information you would like to share about your planning activities beyond what you have provided in the data above. An example might include describing the location that has been found for the future visitation center and listing the community resources/members [construction, painting, refurbishing, etc.] that have contributed to making the center usable.)

(Maximum 2000 characters)



SERVICES

Were your Supervised Visitation Program funds used to provide services to families during the current reporting period?

Check yes if Supervised Visitation Program-funded staff provided services to families, or if Supervised Visitation Program grant funds were used to support services to families during the current reporting period.

- Yes—answer questions 26-36
 No—skip to section E

26. Number of families served, partially served, and families seeking services who were not served

Please do to answer this question without referring to the separate set of instructions for further explanation and examples of how to distinguish among these categories. (Report the following, to the best of your ability, as an unduplicated count for each category during the current reporting period. This means that each family who sought or received services during the current reporting period should be counted only once and in only one of the listed categories. Do not count or report families that do not meet grant eligibility or statutory requirements.)

	Number of families
A. Served: Families who received the service(s) they requested, if those services were provided under your Supervised Visitation Program grant	<input type="text"/>
B. Partially served: Families who received some service(s), but not all of the services they requested, if those services were provided under your Supervised Visitation Program grant	<input type="text"/>
TOTAL SERVED and PARTIALLY SERVED (26A +26B)	<input type="text"/>
C. Families seeking services who were not served: Families who sought services and did not receive service(s) they needed, if those services were provided under your Supervised Visitation Program grant	<input type="text"/>

27. Reasons families seeking services were not served or were partially served

(Check all that apply. If you check "Party(ies) not accepted into program," report on the reason(s) in question 28.)

Reasons not served or partially served	
<input type="checkbox"/>	Hours of operation
<input type="checkbox"/>	Insufficient/lack of culturally appropriate services
<input type="checkbox"/>	Insufficient/lack of services for people with disabilities
<input type="checkbox"/>	Insufficient/lack of language capacity (including sign language)
<input type="checkbox"/>	Party(ies) not accepted into program
<input type="checkbox"/>	Program reached capacity
<input type="checkbox"/>	Program rules not acceptable to party(ies)
<input type="checkbox"/>	Services inappropriate or inadequate for people with substance abuse issues
<input type="checkbox"/>	Services inappropriate or inadequate for people with mental health issues
<input type="checkbox"/>	Services not appropriate for party(ies)
<input type="checkbox"/>	Transportation
<input type="checkbox"/>	Other (specify): <input type="text"/>

28. Number of families not accepted into program and reasons

(Report the total number of families who were not accepted into the program during the current reporting period by the reason they were not accepted.)

Reason	Number of families declined
Conflict of interest	<input type="text"/>
Client unwilling to agree with program rules	<input type="text"/>
Too dangerous	<input type="text"/>
Other (specify): <input type="text"/>	<input type="text"/>
TOTAL	<input type="text" value="0"/>

29. Demographics of family members served or partially served

(Report the numbers of parents and children served. These numbers should be based on the individuals in the families counted in questions 26A and 26B. Because individuals may identify in more than one category of race/ethnicity, the total for "Race/ethnicity" may exceed the total number of victims/survivors reported in 26A and 26B. However, the total number of victims/survivors reported under "Race/ethnicity" should not be less than the total number of victims/survivors reported in 26A and 26B. The total number of victims/survivors reported under "Gender" and the total number reported under "Age" should equal the total number of victims/survivors reported in 26A and 26B. Those victims/survivors for whom gender, age, and/or race/ethnicity are not known should be reported in the "Unknown" category.)

Race/ethnicity (Individuals should not be counted more than once in either the category "American Indian and Alaska Native" or in the category "Native Hawaiian and other Pacific Islander.")	Custodial parents	Non-custodial parents	Children
Black or African American	<input type="text"/>	<input type="text"/>	<input type="text"/>
American Indian and Alaska Native	<input type="text"/>	<input type="text"/>	<input type="text"/>
Asian	<input type="text"/>	<input type="text"/>	<input type="text"/>
Native Hawaiian and other Pacific Islander	<input type="text"/>	<input type="text"/>	<input type="text"/>
Hispanic or Latino	<input type="text"/>	<input type="text"/>	<input type="text"/>
White	<input type="text"/>	<input type="text"/>	<input type="text"/>
Unknown	<input type="text"/>	<input type="text"/>	<input type="text"/>
TOTAL RACE/ETHNICITY (should not be less than ,the sum of 26A and 26B)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Gender			
Female	<input type="text"/>	<input type="text"/>	<input type="text"/>
Male	<input type="text"/>	<input type="text"/>	<input type="text"/>
Unknown	<input type="text"/>	<input type="text"/>	<input type="text"/>
TOTAL (Parent Columns should equal ,the sum of 26A and 26B)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Age			
0 to 6	<input type="text"/>	<input type="text"/>	<input type="text"/>
7 to 12	<input type="text"/>	<input type="text"/>	<input type="text"/>
13 to 17	<input type="text"/>	<input type="text"/>	<input type="text"/>
18 to 24	<input type="text"/>	<input type="text"/>	<input type="text"/>
25 to 59	<input type="text"/>	<input type="text"/>	<input type="text"/>
60+	<input type="text"/>	<input type="text"/>	<input type="text"/>
Unknown	<input type="text"/>	<input type="text"/>	<input type="text"/>
TOTAL (Parent Columns should equal ,the sum of 26A and 26B)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Other demographics			
People with disabilities	<input type="text"/>	<input type="text"/>	<input type="text"/>
People with limited English proficiency	<input type="text"/>	<input type="text"/>	<input type="text"/>
People who are immigrants/refugees/asylum seekers	<input type="text"/>	<input type="text"/>	<input type="text"/>
People who live in rural areas	<input type="text"/>	<input type="text"/>	<input type="text"/>

30. Number of families by primary victimization and referral source

(Report the number of families by primary type of victimization and referral source. This is an unduplicated count and each family should only be counted once. This should equal _____, the sum of 26A and 26B. Refer to the separate set of instructions for further explanation and examples.)

Referral Source	Total number of families	Sexual assault	Domestic violence/dating violence	Stalking	Child abuse	TOTAL
Child welfare agency						0
Other social services						0
Criminal court order						0
Family court order						0
Juvenile court order						0
DV court order						0
Protection order						0
Other civil court order						0
Mediation services						0
Self-referral						0
Other (specify): <input type="text"/>						0
TOTAL		0	0	0	0	0

31. Family issues

(Report all of the issues identified for each family, including victimization and other problems or challenges. The column "Total number of families" should equal the sum of 26A and 26B and should be identical to the numbers in the "Total number of families" column reported in question 30. Multiple victimizations and problems may be reported for each family.)

Total number of families	Sexual assault	Domestic violence/dating violence	Stalking	Child abuse	Emotional abuse	Substance abuse	Threat of parental abduction	Mental illness	Homelessness	Violation of court orders	Other (specify): <input type="text"/>

32. Services provided with Supervised Visitation Program funds

(Report the number of families receiving each of these services and the number of times the services were provided during the current reporting period. See separate instructions for examples.)

Type of service	Number of families	Number of times services provided
Group supervision		
One-to-one supervision		
Supervised exchange		
Telephone monitoring		
Other (specify): <input type="text"/>		

33. Visits terminated

(Document each supervised visitation that is terminated for any reason. Report the total number of visits terminated during the current reporting period. See definition of terminated in the separate instructions.)

Reason	Total occurrences		
	Custodial	Non-custodial	Child
Child's request	<input type="text"/>	<input type="text"/>	<input type="text"/>
Non-compliance with program rules	<input type="text"/>	<input type="text"/>	<input type="text"/>
No-shows	<input type="text"/>	<input type="text"/>	<input type="text"/>
Parent's request	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other (specify): <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
TOTAL	0	0	0

34. Safety and security problems

(Report the number of safety and security problems, including the number of parental abduction cases that occurred during supervised visitation and/or supervised exchange funded under the Supervised Visitation Program grant during the current reporting period.)

	Safety or security problem	Number of occurrences
Attempted parental abductions	<input type="text"/>	<input type="text"/>
Attempted to contact other party	<input type="text"/>	<input type="text"/>
Parental abductions	<input type="text"/>	<input type="text"/>
Security staff unavailable	<input type="text"/>	<input type="text"/>
Threats	<input type="text"/>	<input type="text"/>
Violence	<input type="text"/>	<input type="text"/>
Violation of protection order	<input type="text"/>	<input type="text"/>
Other (specify): <input type="text"/>	<input type="text"/>	<input type="text"/>
TOTAL	0	0

35. Services terminated or completed

(Report the number of families whose services were terminated or completed during the current reporting period. Report the family by the primary reason.)

Reason terminated or completed	Number of families
Cessation of threats/use of violence	<input type="text"/>
Change in court order	<input type="text"/>
Child refuses to participate	<input type="text"/>
Deceased	<input type="text"/>
Deported	<input type="text"/>
Habitual non-compliance with program rules	<input type="text"/>
Habitual no-shows or cancellations	<input type="text"/>
Incarcerated	<input type="text"/>
Moved	<input type="text"/>
Mutual agreement of both parties	<input type="text"/>
Parent completed treatment program	<input type="text"/>
Supervisor's discretion	<input type="text"/>
Unknown	<input type="text"/>
Other (specify): <input type="text"/>	<input type="text"/>
TOTAL	0

36. (Optional) Additional information

(Use the space below to discuss the effectiveness of services funded or supported by your Supervised Visitation Program grant and to provide any additional information you would like to share about services beyond what you have provided in the data above. An example might include the results of an internal survey that shows that custodial parents feel increased safety for themselves and their children due to the services and safety measures available at your visitation center.)
(Maximum 2000 characters)

SECTION **E**

COMMUNITY MEASURES
All grantees must complete this section.

37. Parental abductions

(Report the number of parental abduction cases, identified through criminal prosecution and custody violation court records, that occurred in the judicial districts that routinely use your supervised visitation and/or exchange center[s] during the current reporting period.)

	Number of parental abductions	
Criminal	<input type="text"/>	<input type="text"/>
Civil	<input type="text"/>	<input type="text"/>

38. Limitations

(If the information provided in question 37 is limited in any way, describe the efforts you made to obtain that information, the reasons for the limitations, and what steps you are taking to address those limitations. For example, if the data includes non-parental abductions, and/or if your jurisdiction's data collection methods do not provide information on parental abductions, and/or if you have begun to implement different data collection tools, please report that here.)

SECTION
F

NARRATIVE

All grantees must answer question 39

Please limit your response to the space provided.

39. Report on the status of your Supervised Visitation grant goals and objectives as of the end of the current reporting period.

(Report on the status of the goals and objectives for your grant as of the end of the current reporting period, as they were identified in your grant proposal or as they have been added or revised. Indicate whether the activities related to your objectives for the current reporting period have been completed, are in progress, are delayed, or have been revised. Comment on your successes and challenges, and provide any additional explanation you feel is necessary for us to understand what you have or have not accomplished relative to your goals and objectives. If you have not accomplished objectives that should have been accomplished during the current reporting period, you must provide an explanation.)

All grantees must answer questions 40 and 41 on an annual basis. Submit responses on the January to June reporting form only.

Please limit your response to the space provided.

40. What do you see as the most significant areas of remaining need, with regard to improving services to victims/survivors of sexual assault, domestic violence, dating violence, and stalking, increasing the safety of families and enhancing community response (including offender accountability for both batterers and sex offenders?)

(Consider geographic regions, underserved populations, service delivery systems, types of victimization, and challenges and barriers unique to your state or service area.)

41. What has the Supervised Visitation Program funding allowed you to do that you could not do prior to receiving this funding?

(e.g. expand hours, develop new services and/or programs, build partnerships, and provide additional security)

Questions 42 and 43 are optional.

Please limit your response to the space provided.

42. Provide any additional information that you would like us to know about your Supervised Visitation Program grant and/or the effectiveness of your grant.

(If you have other data or information regarding your program that would more fully or accurately reflect the effectiveness of your Supervised Visitation Program other than the data you have been asked to provide on this form, answer this question. If you have not already done so elsewhere on this form, feel free to discuss any of the following: policies, and/or protocols, community collaboration, the removal or reduction of barriers and challenges for families, promising practices, positive or negative unintended consequences, and parental abductions.)

43. Provide any additional information that you would like us to know about the data submitted.

(If you have any information that could be helpful in understanding the data you have submitted in this report, please answer this question. For example, if you submitted two different progress reports for the same reporting period, you may explain how the data was apportioned to each report; or if you funded staff but did not report any corresponding services you may explain why; or if you did not use program funds to support either staff or activities during the reporting period, please explain how program funds were used, if you have not already done so.)

Public Reporting Burden

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 800 K Street, NW, Washington, DC 20531.

APPENDIX A

Describe your goals and objectives, as outlined in your grant proposal, or as revised - **Question #39**

Status

Goals/Objectives

Key Activities

Comments

Status

Goals/Objectives

Key Activities

Comments

APPENDIX A

Describe your goals and objectives, as outlined in your grant proposal, or as revised - **Question #39**(cont. 1)

Status

Goals/Objectives

Key Activities

Comments

Status

Goals/Objectives

Key Activities

Comments

APPENDIX A

Describe your goals and objectives, as outlined in your grant proposal, or as revised - **Question #39** (cont. 2)

Status

Goals/Objectives

Key Activities

Comments

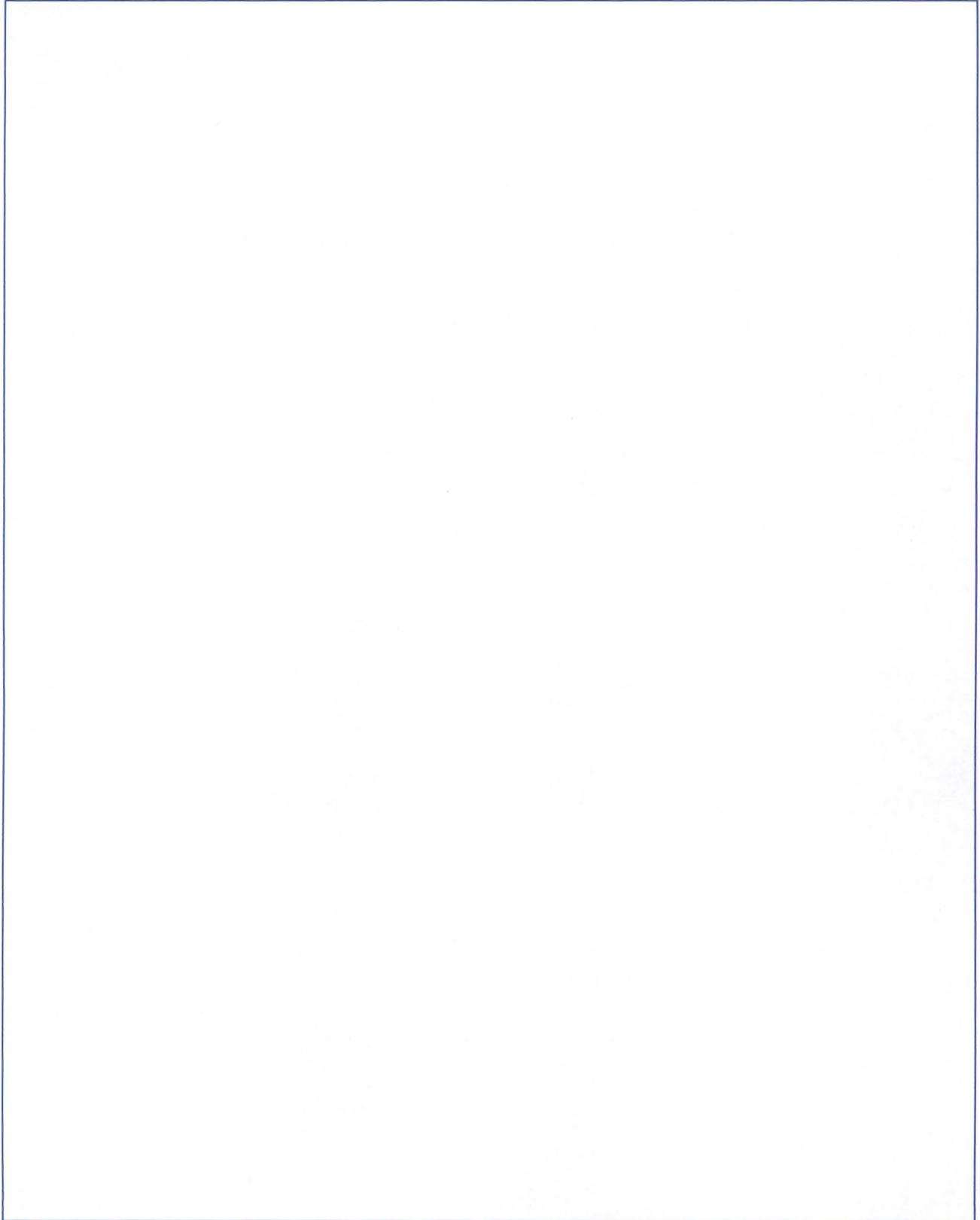
Status

Goals/Objectives

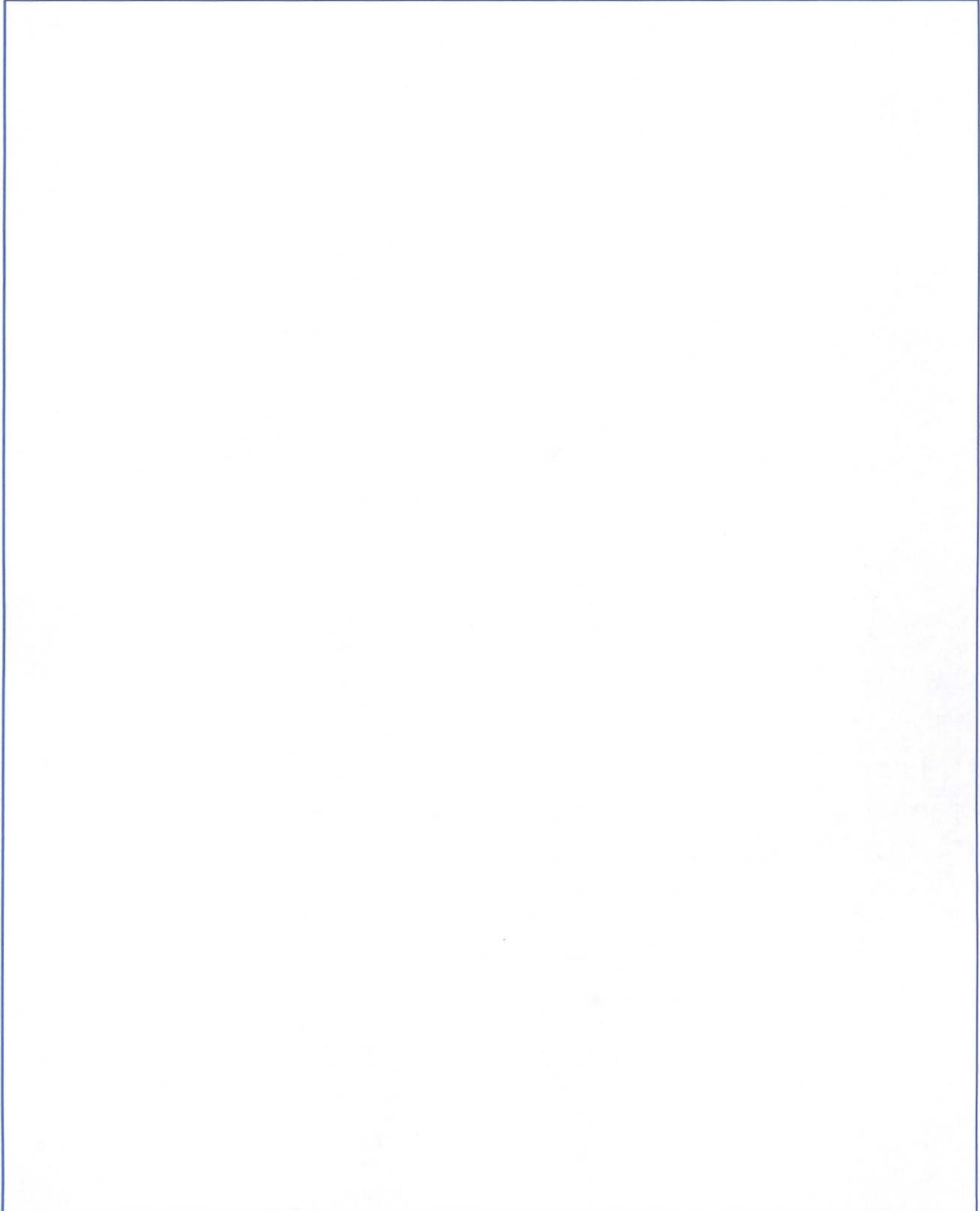
Key Activities

Comments

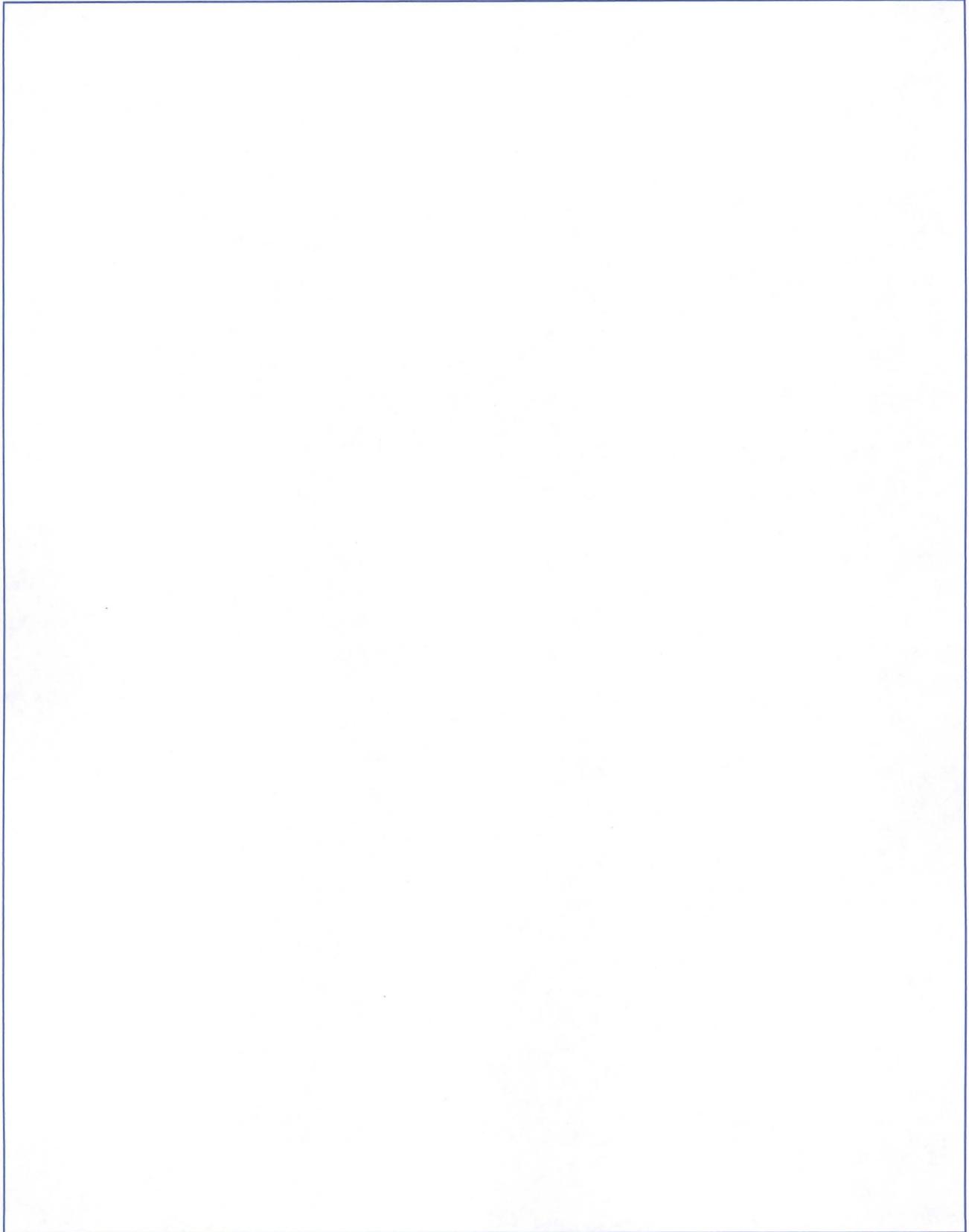
What do you see as the most significant areas of remaining need, with regard to improving services to victims/survivors of sexual assault, domestic violence, dating violence, and stalking, increasing the safety of families and enhancing community response (*including offender accountability for both batterers and sex offenders?*) - **Question #40**



What do you see as the most significant areas of remaining need, with regard to improving services to victims/survivors of sexual assault, domestic violence, dating violence, and stalking, increasing the safety of families and enhancing community response (*including offender accountability for both batterers and sex offenders?*) - **Question #40 (cont.)**



What has the Supervised Visitation Program funding allowed you to do that you could not do prior to receiving this funding? - **Question #41**



What has the Supervised Visitation Program funding allowed you to do that you could not do prior to receiving this funding? - **Question #41 (cont.)**



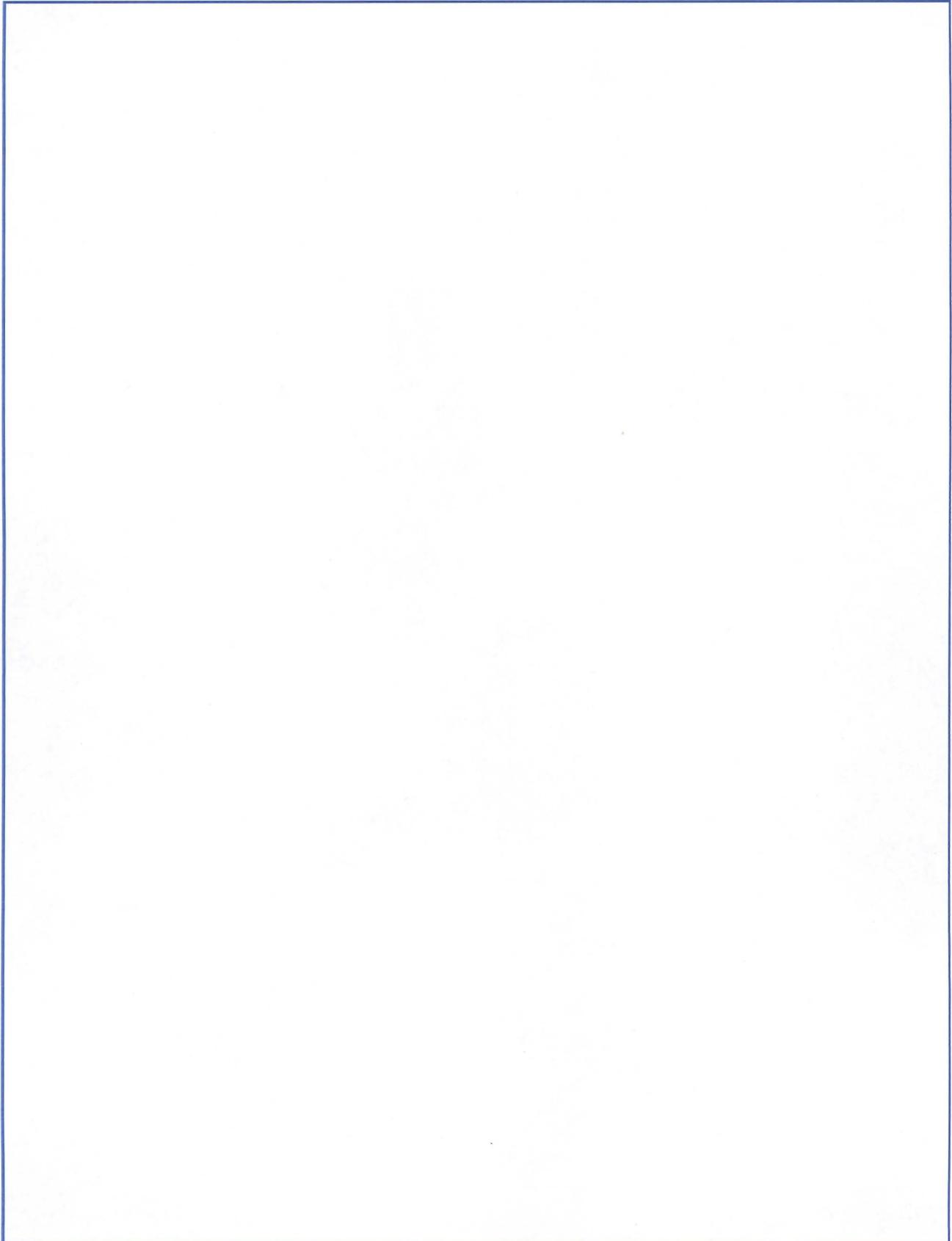
Provide any additional information that you would like us to know about your Supervised Visitation Program grant and/or the effectiveness of your grant. - **Question #42**

A large, empty rectangular box with a thin blue border, intended for the respondent to provide additional information regarding their Supervised Visitation Program grant and its effectiveness. The box is currently blank.

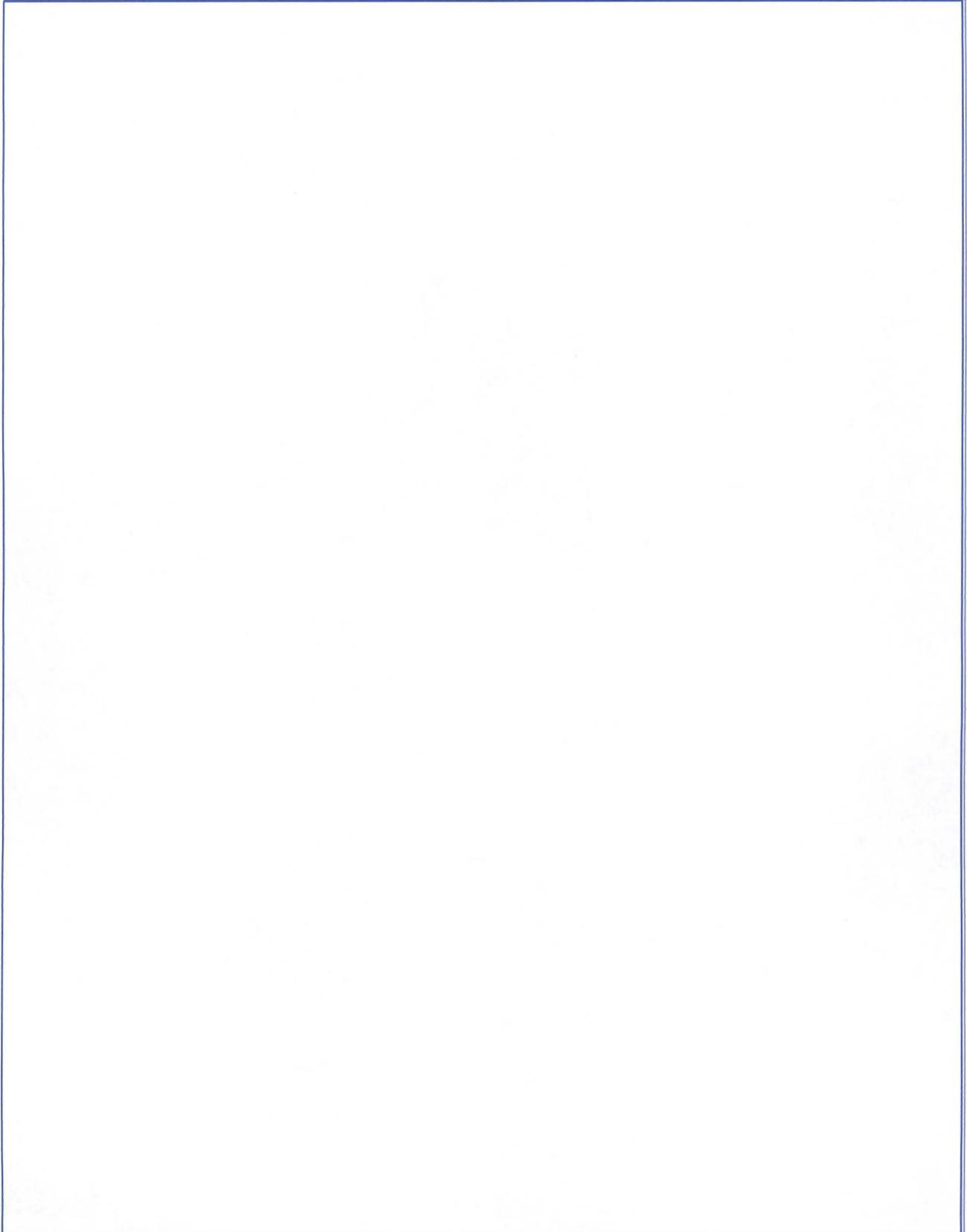
Provide any additional information that you would like us to know about your Supervised Visitation Program grant and/or the effectiveness of your grant. - **Question #42 (cont.)**

A large, empty rectangular box with a thin blue border, intended for the respondent to provide additional information about their Supervised Visitation Program grant and its effectiveness. The box is currently blank.

Provide any additional information that you would like us to know about the data submitted. - **Question #43**



Provide any additional information that you would like us to know about the data submitted. - **Question #43 (cont.)**



Attachment H

Travel County Encumbrance Form (Example)



TRAVEL ENCUMBRANCE FORM

Auditor's Office Use Only

Grant Dept Approval _____

Auditor Initial **/ Date _____

P.O. Number(s) _____

Form Type: ▼

Grant related? **Yes**

Grant Project No.: M11651 Grant Mileage Rate: \$ 0.51 Grant Per Diem Rate: \$ 46.00

v. 1/2011

Traveler Information		Emp First Name _____	Emp Last Name _____
Emp. Vendor # _____		Emp ID # _____	
Purpose of Travel _____		City, State: _____	
Event Description _____	Description _____		
Departure Date _____	Return Date _____		
Acct No. (1) <u>651-4010-586-See below</u>	Acct No. (2) _____	Fund _____	Fund _____
Fund <u>651</u>	Fund _____	Dept _____	Dept _____
Dept <u>40</u>	Dept _____	Div _____	Div _____
Div <u>10</u>	Div _____	Act/SubAct _____	Act/SubAct _____
Act/SubAct <u>586</u>	Act/SubAct _____	Elem/Obj _____	Elem/Obj _____
Elem/Obj <u>See below</u>	Elem/Obj _____	Project Number _____	Project Number _____
Project Number <u>M11651</u>	Project Number _____	Allocation % _____	Allocation % _____
Allocation % <u>100.00%</u>	Allocation % _____		

(R) Registration: (6504) Invoice/Completed Regis. Form REQ'D

Payment Type ▼

Vendor Name _____ Vendor # _____ \$ _____

Additional project: _____

Confirm/Invoice # _____

(L) Lodging: (6503) Confirmation required

** If you are rooming with another T.C. employee(s), please list name(s) on Additional Explanation Form, below.

Payment Type-Lodg #1 ▼

Vendor Name _____ L #1 Vendor # _____ L#1 \$ _____

Daily rate _____ # of Nights _____ L#2 \$ _____

Confirm/Invoice # _____

Additional project: _____

Subtotal Lodg. \$ _____

(T) Transportation: (6503)

Payment Type ▼

Airfare-Vendor Name _____ Vendor # _____ \$ _____

▼

Other-Vendor Name _____ Vendor # _____ \$ _____

Additional project: _____

Reservation # _____

Subtotal Trans. \$ _____

(C) Car Rental (6508) - Justification needed for ALL car rental encumbrances. Please document in the "Additional Information" section.

Payment Type ▼

Car Rental-Vendor Name _____ Vendor # _____ \$ _____

(E) Meals/Misc.: (6503)

Mileage (est # miles) _____ Vendor # _____ Rate: 0.51 (Grant Rate) \$ _____

Per Diem Days _____ @ \$46/day \$ _____

Partial Day Per Diem \$ _____

Other, for example, business phone calls, parking, taxis, etc. \$ _____

Support req'd: actual mileage as quoted on internet from start to destination. Subtotal Meals/Misc _____

Meals are reimbursed at approved rate per budget rules. Actuals are reimbursed at a maximum of \$60/day + 15% tip (eff. 10/1/2010).

Please insure that appropriate support is attached.

Total Encumbrance: \$ _____

Breakout: Amounts to be paid in advance / check pick up: \$ _____

Encumbrances only (Including pay when billed): \$ _____

Prepared By: _____ Telephone No/Ext: _____ Prep Date: _____

Traveler's Signature _____ Date _____ Dept'l Approval Signature / Emp id # _____ Date _____

** Auditor, by initialing in box in upper right corner of this form certifies that the above funds are budgeted and will be available for payment and is in accordance with Travis County budget rules.

Attachment I
Insurance Requirements

**ATTACHMENT I
INSURANCE REQUIREMENTS**

I. Insurance Required. Contractor shall, at its own expense and at all times while Contractor is providing services and performing activities under the Contract, maintain in full force and effect and ensure that its subcontractor(s) of every tier maintain in full force and effect standard insurance sufficient to cover the needs of Contractor and/or its subcontractor(s) of every tier, pursuant to applicable, generally accepted business standards, but at a minimum, in the amounts specified in this Attachment. Depending on the services provided or activities performed by Contractor and/or its subcontractor(s) of every tier, supplemental insurance requirements or alternate insurance options as set forth in this Attachment may be imposed by County.

II. No Liability Limitation. Contractor shall not begin providing services or performing activities under the Contract until the required insurance is obtained and until such insurance has been received by the County Purchasing Agent in accordance with Subsection 5.7.2 of the Contract. County's acceptance of Contractor's insurance certificate(s) is not intended and shall not be interpreted or construed to relieve the Contractor or its subcontractor(s) of every tier from liability under the Contract. Insurance coverages specified in the Contract are not intended and shall not be interpreted or construed to limit or decrease the responsibility or liability of Contractor or its subcontractor(s) of every tier who provide services or perform activities under the Contract.

III. Review and Adjustment. County reserves the right to review the insurance requirements set forth in this Attachment during the Contract period and to require that Contractor make reasonable adjustments to insurance coverages, limits, and exclusions, when deemed necessary and prudent by County based on changes in the scope of services provided under the Contract, changes in statutory law, court decisions, the claims history of the injury, or financial condition of the insurance company or Contractor. Contractor shall not cause or allow any insurance to be cancelled or lapse during the Contract period. In addition, 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 certificate(s) of insurance.

IV. Insurance Requirements. The following insurance requirements shall apply to Contractor and to its subcontractor(s) of every tier who provide services or perform activities under the Contract. Contractor acknowledges and agrees that the following insurance requirements apply to Contractor and its subcontractor(s) of every tier.

- A. Insurance shall be written by companies licensed in the state of Texas with an A.M. Best rating of B+ VIII or higher, or by the Texas Non-profit Organization Liability Insurance Underwriting Association with prior County approval.
- B. Prior to commencing work under the Contract, the required insurance shall be in force as evidenced by certificate(s) of insurance issued by the writing agency or carrier or underwriting agency, as applicable. A copy of the certificate(s) of insurance shall be forwarded to the County Purchasing Agent immediately upon execution of the Contract, but no later than ten (10) working days from the date of execution of the Contract by the parties. Each certificate of insurance required under this Attachment shall be an original and shall provide that coverage under the policy or policies cannot be cancelled or changed until Contractor has given

County at least thirty (30) days advance written notice of such cancellation or change. In the event of such cancellation or change, Contractor shall obtain a new, replacement insurance policy(s) with the same coverages specified in this Attachment.

- C. Certificate(s) of insurance shall include the endorsements outlined below and shall show the Travis County Contract number and all endorsements by number or title.
- D. Insurance required under the Contract which names Travis County as an additional insured shall be considered primary for all claims.
- E. 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.
- F. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- G. In accordance with Section III hereof, County reserves the right to review insurance requirements during the Contract period and to require Contractor to make reasonable adjustments in accordance with that Section.

V. Specific Requirements. The following insurance requirements (V-VIII, inclusive) shall apply to Contractor and to its subcontractor(s) of every tier providing services or performing activities under the Contract. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract. Contractor acknowledges and agrees to the following insurance requirements applicable to Contractor and its subcontractor(s) of every tier:

- A. Worker's compensation and employers' liability insurance.
 - (i) Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act, as amended.
 - (ii) Employers' liability limits are: \$500,000 bodily injury each accident, \$500,000 bodily injury by disease, \$500,000 policy limit.
 - (iii) Policies under this paragraph A. shall apply to state of Texas and include the following endorsements in favor of Travis County:
 - (a) Waiver of subrogation (Form 420304).
 - (b) Thirty (30) days notice of cancellation (Form 420601).
- B. General Liability Insurance.
 - (i) Minimum Limits:
 - Commercial General Liability Insurance
 - (a) Form B: \$500,000 for each person, \$1,000,000 for each single occurrence

- (b) Form A: \$100,000 for each single occurrence.
 - (c) These requirements may be satisfied by the purchase of a \$1,000,000 bodily injury and property damage combined single limit policy.
- (ii) Texas Non-profit Organization Liability Insurance Underwriting Association
Coverage:
- Forms A and B
- (a) \$750,000 per occurrence per year;
 - (b) \$1,500,000 policy aggregate per year.
 - (c) These limits shall apply to Contractor and its subcontractor(s) of every tier, for each year of the Contract.
- (iii) Policy Provisions or Endorsements. The policy or policies shall contain or be endorsed as follows:
- (a) Blanket contractual liability for the Contract.
 - (b) Products and completed operations.
 - (c) Independent contractor coverage.
 - (d) Independent performing agency non-profit endorsement.
- (iv) Endorsements in favor of Travis County. The policy or policies shall also include the following endorsements in favor of Travis County:
- (a) Waiver of subrogation (Form CG 2404)
 - (b) Thirty (30) days notice of cancellation (Form CG 0205)
 - (c) Travis County named as an additional insured (Form CG 2010).
- (v) Supplemental Insurance Requirements. If child care, or housing arrangements for clients is provided, the required limits shall be:
- (a) \$1,000,000 per occurrence with a
 - (b) \$2,000,000 policy aggregate

Endorsed to cover injury to the clients in connection with any such child care, or housing arrangements.

VI. Business Automobile Liability Insurance.

A. 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 \$1,000,000 per occurrence.

B. Endorsements in favor of Travis County: The policy or policies shall also include the following endorsements in favor of Travis County:

- (a) Waiver of subrogation (Form TE 2046A)
- (b) Thirty (30) days notice of cancellation (Form TE 0202A)
- (c) Travis County named as additional insured (Form TE 9901B).

C. Alternative Insurance Requirements: If no transportation service 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 automobile policy coverage with limits of \$100,000/\$300,000/\$500,000 may be provided in lieu of business automobile liability insurance.

VII. Professional Liability and/or E and O Insurance.

A. Coverage shall be provided with a minimum limit of \$1,000,000 per claim and \$3,000,000 aggregate to cover injury to a client while the client is in the care of the Contractor or any one of its subcontractor(s) and to cover negligent acts, errors, or omissions arising out of professional services under the Contract.

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

C. The policy shall include the following endorsements in favor of Travis County:
30 days notice of cancellation.

VIII. Blanket Crime Policy Insurance.

A. If an advance against Contract funds is requested, permitted, and 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.

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

Attachment J

License Agreement between County and SafePlace

ATTACHMENT J

LICENSE AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Travis County Domestic Violence and Sexual Assault Survival Center d/b/a SafePlace, a non-profit § 501(c)(3) organization formed and operating under the laws of the State of Texas ("Licensee").

WITNESSETH

THAT WHEREAS, County is the owner of that certain tract of real property having a street address of 1101 Nueces Street, Austin, Texas 78701 (the "Property"); and

WHEREAS, County is authorized to provide services to victims of domestic violence and their families under TEX. CODE CRIM. PROC., Chapter 56, TEX. FAM. CODE, Chapter 264, and other statutes, and is the recipient of certain funds from the United States Department of Justice through the Office on Violence Against Women under 42 U.S.C.A. § 10420 for financial assistance to conduct the Safe Havens Grant Program, as defined below; and

WHEREAS, County has authority to contract by subgrant or subrecipient agreement with non-profit, non-governmental, victim services organizations for services provided under the "Safe Havens: Supervised Visitation and Safe Exchange Grant Program" (the "Safe Havens Grant Program"); and

WHEREAS, County and Licensee, contemporaneously with this Agreement, are entering into that certain contract entitled "Subrecipient Agreement for the Conduct of the Safe Havens Grant Program between Travis County and SafePlace" (the "Subrecipient Contract") pursuant to which County has engaged Licensee to implement and manage the Safe Havens project on behalf of County (the "Services"); and

WHEREAS, Travis County has determined that Licensee, as an accomplished and highly-respected domestic violence agency, is uniquely qualified to provide supervised visitation and safe exchange services, and Licensee has agreed to provide these services under the Safe Havens Grant Program; and

WHEREAS, in order to facilitate Licensee's provision of the Services, the Parties have agreed: (i) that Licensee may use the Property pursuant to the terms and conditions of this Agreement, which is expressly contemplated and described in the Subrecipient Contract, and (ii) that the grant of this License will support and promote

ATTACHMENT J

supervised visitation and safe exchange options for families in Travis County with a history of domestic violence, child abuse, sexual assault and stalking; and

WHEREAS, County is therefore granting to Licensee the right to exercise certain rights and privileges in and on the Property in conjunction with the Safe Havens project, and, specifically, to use the Property as the supervised visitation and safe exchange center for the Safe Havens Grant Program under the terms and conditions set forth herein.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

1.0 GRANT OF LICENSE

1.1 County hereby grants a License (the "License") to Licensee, its employees, agents, independent contractors, suppliers, clients and other members of the public to enter and use the Property in connection with the operation of the County's Safe Havens Grant Program (the "Program") and, specifically, agrees that the Property may serve as the "Planet Safe" supervised visitation and safe exchange center for the Program (the "Licensed Purpose").

1.2 County will, at its expense, undertake modest renovations to the interior of the Property to suit Licensee's Program needs. The scope, kind and details of such renovations are within County's sole discretion. Licensee agrees to make no structural changes to any portion of the Property licensed hereunder. However, Licensee may place and keep in the Property standard office furniture, fixtures and equipment. Any "non-routine" modifications to the interior of the Property (as such term is reasonably interpreted by the Travis County Facilities Management Department, or "FMD", in its sole discretion) are prohibited unless Licensee has received the prior written approval of the Director of FMD and, if the Director deems necessary, the Travis County Commissioners Court, to make such modifications. Licensee agrees to leave the Property in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by existing County policy.

1.3 In addition, County will provide routine (according to Travis County's standard building maintenance practices) custodial maintenance, garbage removal, lawn maintenance and utilities in and on the Property during the License Term, subject to Sections 2.3 and 17.1 hereof.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the Property under this Agreement, including, without limitation, protecting such persons

ATTACHMENT J

from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 NO SMOKING IS ALLOWED IN THE BUILDING OR IN ANY OTHER LOCATION THAT MAY BE DESIGNATED AS A "SMOKING-PROHIBITED" AREA IN TRAVIS COUNTY'S SMOKING POLICY, AS REVISED FROM TIME TO TIME.

1.6 Licensee shall prevent anyone from sleeping overnight on the Property. In addition, it will be Licensee's sole responsibility to arrange for armed security to be present on the Property at all appropriate times during Licensee's use and occupancy of the Property as reasonably necessary to ensure the safety and integrity of the persons and property brought onto the Property for the Licensed Purpose. Licensee will ensure that such armed security continues for the duration of the License Term. Licensee will insure the Building is locked upon completion of its use each day. Facilities Management Department will check property to assure it is securely locked and inform Licensee if any security breaches were found.

1.7 Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal courthouse or other Travis County official business in the vicinity of the Property for the duration of the License Term. Licensee's disregard of courthouse or other County staff requests to reduce the amount of noise or other disturbance caused by Licensee's activities may be grounds for revocation of the License.

2.0 TERM OF LICENSE

2.1 The term of the License (the "License Term") will run contemporaneously with the Subrecipient Contract Term, commencing on the date on which County completes the renovations and notifies Licensee that the Property is ready for occupancy (the "Commencement Date"), and terminating on the effective date of termination of the Subrecipient Contract, unless this Agreement is terminated earlier in accordance with its terms.

2.2 The hours of operation of Planet Safe will be: Fridays, 4 p.m. to 8 p.m.; Saturdays, 10 a.m. to 4p.m.; Sundays 2 p.m. to 8 p.m. and Mondays, 4 p.m. to 8 p.m.

2.3 The Parties expressly acknowledge and agree that in the event the Safe Havens Grant Program is discontinued, or should Travis County fail to receive federal funding in support of the continued operation of the Safe Havens Grant Program at any time during the License Term, Travis County may immediately revoke the License and terminate Licensee's rights to use the Property. County will not be liable for any costs incurred by Licensee resulting from such revocation and termination of License, nor will County be responsible for locating alternative space for Licensee's use and operations.

ATTACHMENT J

3.0 PAYMENT TO COUNTY; ADDITIONAL CONSIDERATION

3.1 In consideration of the License granted hereunder, Licensee shall pay to Travis County the sum of TEN DOLLARS NO/100 (\$10.00) per month, and other good and valuable consideration, including the assistance Licensee provides to Travis County's domestic violence and sexual assault victims, their families, and other persons eligible to receive Licensee's support.

3.2 In addition, Licensee will provide, at its sole cost and expense, the following services and initiatives for the benefit of Travis County residents and, in particular, victims of domestic violence in Travis County:

- (a) Continuous orientation for the Planet Safe Supervised Visitation and Safe Exchange Center for all County referral entities;
- (b) Community outreach to publicize Planet Safe services; and
- (c) Participation in Travis County Domestic Violence Awareness initiatives.

4.0 PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin or other local governmental entities, if any, for use of the Property under this Agreement.

5.0 USE AND REPAIRS

5.1 Licensee shall not use the Property for any purpose other than the Licensed Purpose. Further, Licensee shall be solely responsible for any costs incurred in connection with repairing or replacing any damage to the Property caused by Licensee or any person entering the Property in connection with the operation of the Program.

5.2 LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO EXECUTION OF THIS AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. LICENSEE AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST COUNTY (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. COUNTY WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES

ATTACHMENT J

THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS LICENSED BY COUNTY AND ACCEPTED BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE SHALL BE AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN COUNTY AND LICENSEE. LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PROPERTY.

6.0 CONTROL OF TRAVIS COUNTY

6.1 Licensee shall at all times obey the direction and commands of the Travis County Sheriff and the Director of FMD, or their designated representatives, while on or in the vicinity of the Property.

6.2 Any disregard of the directions, restrictions, rules or regulations referenced in this Section 6 shall be grounds for immediate revocation of the License granted hereunder.

7.0 INDEMNIFICATION

7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, OR EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS OR EMPLOYEES, ARISING OUT OF IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE PROPERTY FOR WHICH A CLAIM, INCLUDING ATTORNEYS FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSEE OR COUNTY.

7.2 Licensee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by County, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (i) health, welfare, or safety of persons, whether located on the Property or elsewhere, or (ii) the condition, use or enjoyment of the building or any other real or personal property. Licensee shall immediately notify County of any release of any Hazardous Material on or near the Property whether or not such release is in a quantity that would otherwise be reportable to a public agency and shall also comply with the notification requirements of any applicable state, local, or federal law or regulation.

ATTACHMENT J

8.0 INSURANCE

8.1 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with combined minimum bodily injury and property damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit "A"** and made a part hereof.

9.0 NON-ASSIGNMENT OF RIGHTS

9.1 Licensee may not assign, sublet or transfer its interest in this Agreement or any portion or right thereof without the prior written consent of County.

10.0 AMENDMENTS

10.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

11.0 SAFETY

11.1 County reserves the right to prohibit persons from driving on, entering or otherwise using the Property at any time safety may be a concern.

12.0 NON-WAIVER AND RESERVATION OF RIGHTS

12.1 No act or omission by Licensor may constitute or be construed as a waiver of any breach or default of Licensee which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

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

ATTACHMENT J

13.0 VENUE AND CHOICE OF LAW

13.1 The obligations and undertakings of each of the parties to this Agreement are performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

14.0 NOTICES

14.1 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 hereinafter specified.

14.2 Licensee Address. The address of Licensee for all purposes under this Agreement shall be:

Julia Spann, Executive Director
Travis County Domestic Violence and Sexual Assault
Survival Center, d/b/a SafePlace
P.O. Box 19454
Austin, Texas 78760

14.3 Licensor Address. The address of Licensor for all purposes and all notices under this Agreement shall be:

Gretta Gardner, Safe Havens Grant Director (or her successor)
Travis County Counseling & Education Services Department
P.O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail not required):

Caryl Colburn, Counseling & Education Services Director (or her successor)
Travis County Counseling & Education Services Department
P.O. Box 1748
Austin, Texas 78767

and

Susan Spataro, County Auditor (or her successor)

ATTACHMENT J

Travis County Auditor's Office
P.O. Box 1748
Austin, Texas 78767

and

Roger A. El Khoury, M.S., P.E.
Director, Travis County Facilities Management Dept.
P.O. Box 1748
Austin, Texas 78767

14.4 Change of Address. Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

15.0 MEDIATION

15.1 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 a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. 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 §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

16.0 SEVERABILITY

16.1 If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

17.0 FUNDING OUT

17.1 Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Travis County Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement without penalty after giving Licensee thirty (30) days written notice that this Agreement terminated due to the failure to fund it.

18.0 ENTIRETY OF AGREEMENT

ATTACHMENT J

18.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representatives, or agreements either oral or written.

IN WITNESS WHEREOF, Licensor and Licensee have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:
TRAVIS COUNTY DOMESTIC VIOLENCE
AND SEXUAL ASSAULT SURVIVAL CENTER D/B/A SAFEPLACE

By: Julia Spann

Julia Spann
Executive Director

Date: 1-13-2012

ATTACHMENT J

**Exhibit A
Insurance Certificate
(attached)**