



Travis County Commissioners Court Agenda Request

Meeting Date: 02/7/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: Travis R. Gatlin, Planning and Budget Office, 854-9346

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive
Planning and Budget

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Review and approve requests regarding grant programs, applications, contracts and permissions to continue:

- A. Annual application to Texas Department of Transportation to continue the Underage Drinking Prevention Program in the County Attorney's Office;
- B. Annual application to the Office of the Governor, Criminal Justice Division, to continue the portion of the Travis County Veterans Court within the Criminal Courts funded by this source;
- C. Annual application to the Department of Health and Human Services: Substance Abuse and Mental Health Services Administration (SAMHSA) to continue the federally funded portion of the Driving While Intoxicated Court Program managed by the Community Supervision and Corrections Department; and
- D. Annual contract with the Capital Area Trauma Advisory Council to receive Texas Department of State Health Services resources for safety equipment and training for the Starflight Program.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Items A, B and C are annual applications to continue existing grant programs. Item D is the annual contract to receive resources for one-time equipment and training for the Emergency Medical Services Department.

STAFF RECOMMENDATIONS:

PBO recommends approval of all items

ISSUES AND OPPORTUNITIES:

Additional information is provided on each item's grant summary sheet.

FISCAL IMPACT AND SOURCE OF FUNDING:

Item A requires a grant match that is available within the County Attorney's FY 12 budget. Items B, C and D do not require a grant match.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leroy Nellis
Cheryl Aker

TRAVIS COUNTY

2/7/2012

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2012

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs. This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
Applications											
A	19 Underage Drinking Prevention Program	10/1/2012-9/30/2013	\$161,205	\$230,502	\$35,951	\$53,875	\$481,533	3.50	R	MC	9
B	24 Veterans Court Grant	9/1/2012-8/31/2013	\$226,516	\$0	\$0	\$0	\$226,516	2.00	R	MC	52
C	39 Travis County Adult Probation DWI Court	9/30/2012-9/29/2013	\$206,515	\$0	\$0	\$0	\$206,515	3.05	R	MC	71
Contracts											
D	59 Capital Area Trauma Advisory Council	5/1/2011-8/31/2012	\$5,888	\$0	\$0	\$0	\$5,888	-	R	S	92

PBO Notes:

- R - PBO recommends approval.
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed.

County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload

- S - Simple
- MC - Moderately Complex
- C - Complex
- EC - Extremely Complex

FY 2012 Grant Summary Report
Grant Applications approved by Commissioners Court

The following is a list of grants for which application has been submitted since October 1, 2011, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
49	Little Webberville Park Boat Ramp Renovation Grant	6/01/2012-05/31/2015	\$77,502	\$0	\$25,834	\$0	\$103,336	-	10/25/2011
49	Webberville Park Boat Renovation Grant	6/01/2012-5/31/2015	\$129,793	\$0	\$43,624	\$0	\$173,417	-	10/25/2011
49	Dink Pearson Park Boat Ramp Grant	6/01/2013-5/31/2016	\$500,000	\$0	\$166,667	\$0	\$666,667	-	10/25/2011
58	AmeriCorps	8/1/2012-7/31/2013	\$298,671	\$0	\$437,941	\$73,677	\$810,289	28.00	11/1/2011
17	Ransom and Sarah Williams Farmstead Educational Outreach Project	10/1/2011-9/30/2012	\$7,500	\$0	\$7,500	\$0	\$15,000	-	12/27/2011
47	State Homeland Security Grant program (through CAPCOG)- SCBA equipment	10/01/2012-11/30/2014	\$40,000	\$0	\$0	\$0	\$40,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- equipment licenses	10/01/2012-11/30/2014	\$8,000	\$0	\$0	\$0	\$8,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- maintenance contract	10/01/2012-11/30/2014	\$30,000	\$0	\$0	\$0	\$30,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- replacement equipment	10/01/2012-11/30/2014	\$30,000	\$0	\$0	\$0	\$30,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- chemical protective clothing	10/01/2012-11/30/2014	\$40,000	\$0	\$0	\$0	\$40,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- radiological isotope identifier	10/01/2012-11/30/2014	\$33,500	\$0	\$0	\$0	\$33,500	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- dosimeters	10/01/2012-11/30/2014	\$8,000	\$0	\$0	\$0	\$8,000	-	1/10/2012
49	FY 12 Habitat Conservation Plan Land Acquisition Assistance Grant	5/1/2012-8/30/2014	\$4,834,800	\$0	\$3,223,200	\$0	\$8,058,000	-	1/17/2012
49	Emergency Management Performance Grant	10/1/2011-9/30/2012	\$138,465	\$138,464	\$0	\$0	\$276,929	3.00	1/24/2012
58	Coming of Age (CNCS)	4/1/2012-3/31/2012	\$50,495	\$321,591	\$0	\$0	\$372,086	6.80	1/24/2012
24	Travis County Veterans Court	7/01/2012-6/30/2013	\$53,414	\$0	\$0	\$0	\$53,414	-	1/31/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
45	Drug Court & In-Home Family Services	9/01/2012-8/31/2013	\$181,000	\$20,011	\$0	\$0	\$201,011	0.24	1/31/2012
45	Juvenile Accountability Block Grant (JABG) Local Assessment Center	9/01/2012-8/31/2012	\$101,525	\$11,280	\$0	\$0	\$112,805	1.34	1/31/2012

*Amended from original agreement.

\$6,562,665 \$491,346 \$3,904,766 \$73,677 \$11,032,454 39.38

**FY 2012 Grant Summary Report
Grants Approved by Commissioners Court**

The following is a list of grants that have been received by Travis County since October 1, 2011

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
24	Drug Diversion Court	9/01/2011-8/31/2012	\$132,702	\$0	\$0	\$0	\$132,702	1.00	10/4/2011
24	Travis County Veteran's Court	9/01/2011-8/31/2012	\$155,000	\$0	\$0	\$0	\$155,000	2.00	10/4/2011
22	Family Drug Treatment Court	9/01/2011-8/31/2012	\$119,185	\$0	\$0	\$0	\$119,185	1.00	10/4/2011
39	DWI Court	9/01/2011-8/31/2012	\$231,620	\$0	\$0	\$0	\$231,620	4.00	10/4/2011
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) Local Initiatives Projects*	5/06/2008-8/31/2013	\$1,650,140	\$0	\$0	\$155,101	\$1,805,241	-	10/4/2011
45	Travis County Psychology Internship Program	9/01/2011-8/31/2016	\$464,733	\$99,779	\$0	\$0	\$564,512	-	10/11/2011
58	Comprehensive Energy Assistance Program*	1/01/2011-12/31/2011	\$5,519,883	\$0	\$0	\$0	\$5,519,883	-	10/18/2011
37	Austin/Travis County Human Trafficking LE Task Force*	1/01/2011-9/30/2012	\$15,000	\$0	\$0	\$0	\$15,000	-	10/18/2011
24	Drug Diversion Court*	9/01/2010-8/31/2011	\$188,422	\$0	\$19,132	\$0	\$207,554	1.00	10/18/2011
37	2012 Target & Blue Law Enforcement Grant	10/1/2011-9/30/2012	\$500	\$0	\$0	\$0	\$500	-	10/25/2011
45	Juvenile Services Solicitation for the Front End Therapeutic Services Program	9/1/2011-8/31/2012	\$21,000	\$0	\$0	\$0	\$21,000	-	10/25/2011
45	Travis County Eagle Resource Project	9/1/2011-8/31/2012	\$39,907	\$0	\$0	\$0	\$39,907	-	10/25/2011
58	Travis County Family Drug Treatment Court - Children's Continuum	10/1/2011 - 9/30/2014	\$550,000	\$0	\$28,012	\$155,321	\$733,333	4.00	11/1/2011
47	Emergency Management Performance Grant	10/1/2010-3/31/2012	\$78,753	\$78,753	\$0	\$0	\$157,506	3.00	11/8/2011
37	State Criminal Alien Assitance Program (SCAAP)	7/1/2009-6/30/2010	\$683,501	\$0	\$0	\$0	\$683,501	-	11/22/2011
58	Comprehensive Energy Assistance Program*	1/1/2011-12/31/2011	\$5,519,883	\$0	\$0	\$0	\$5,519,883	-	11/22/2011
47	Urban Area Security Initive*	8/1/2010-13/31/2012	\$250,000	\$0	\$0	\$0	\$250,000	1.00	11/22/2011

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
45	Leadership Academy Dual Diagnosis Unit-Residential Substance Abuse Treatment Program	10/1/2011-9/30/2012	\$142,535	\$47,512	\$0	\$0	\$190,047	1.82	11/29/2011
58	Seniors and Volunteers for Childhood Immunization (SVCI)	9/1/2011-8/31/2012	\$8,846	\$0	\$0	\$0	\$8,846	0.20	11/29/2011
58	Coming of Age (DADS)	9/1/2011-8/31/2012	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/29/2011
58	Coming of Age (CNCS)*	10/1/2010-3/31/2012	\$75,743	\$22,723			\$98,466	0.59	11/29/2011
58	Emergency Food and Shelter Program, Phase 30	1/1/2012-12/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	12/6/2011
34	Bulletproof Vest Partnership - CN4	4/1/2011-9/30/2012	\$493	\$493	\$0	\$0	\$986	-	12/13/2011
42	Drug Diversion Court*	09/01/2011-08/31/2012	\$132,702	\$0	\$4,605	\$2,602	\$139,909	1.00	1/3/2012
58	DOE Weatherization Assistance Program	04/01/2011-03/31/2012	\$212,612	\$0	\$0	\$0	\$212,612	-	1/10/2012
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)	1/24/2012-8/31/2013	\$175,000	\$0	\$0	\$0	\$175,000	-	1/17/2012
37	Travis County Sheriff's Office Response Equipment	12/01/2011-5/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	1/31/2012
24	Formula Grant - Indigent Defense Grants Program	10/01/2011-9/30/2012	\$441,998	\$0	\$0	\$0	\$441,998	-	1/31/2012
23	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County*	11/19/2012-8/31/2012	\$590,797	\$0	\$0	\$0	\$590,797	2.00	1/31/2012

*Amended from original agreement.

\$17,625,439 \$273,744 \$51,749 \$313,024 \$18,263,956 22.61

FY 2012 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request					
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	\$29,196	\$29,196	\$58,392	4.00	3/31/2012	12/27/2011	N/A	No
58	Comprehensive Energy Assistance Program* Casey Family Programs	1/1/2012-12/31/2012	\$0	\$0	\$175,000	0.00	3/31/2012	12/27/2011	N/A	No
58	Community and Family Reintegration Project	1/1/2012-12/31/2012	\$15,196	\$15,196	\$30,392	1.00	3/31/2012	12/27/2011	N/A	No
Totals			\$44,392	\$44,392	\$263,784	5.00				

*This portion of the request is not a typical permission to continue and will temporarily use General Fund resources for grant program operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Grant Contracts approved by Commissioners Court

Dept	Grant Title	FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
		Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000		\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).	\$ -	\$ -	\$ 487,359	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432		\$ 26,432
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA). For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.		\$ -	\$ 2,207,900	\$ 1,292,000		\$ -		\$ -		\$ -		\$ -
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.	\$ -	\$ -	\$ 123,750	\$ -	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -		\$ -
Travis County Sheriff's Office	Travis County Sheriff's Office Response Equipment (ARRA) - One-time funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant (ARRA). One-time ARRA funding for laptops for TCSO and one-time funding for a Victim Counselor, laptop computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.	\$ -	\$ -	\$ 64,599	\$ -		\$ -		\$ -		\$ -		\$ -
Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		\$ -	\$ 2,311,350	TBD	\$ 4,611,349	TBD		\$ -		\$ -		\$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Health and Human Services	Community Putting Prevention to Work (Tobacco Free Worksite Policy). Interlocal with the City of Austin to receive ARRA funds to develop a tobacco free worksite policy for County facilities. Includes 1.5 FTE to support program. In addition, there are existing resources provided by the State that are available through the employee clinic to help employee to quit tobacco use. Ends Feb 2012.	\$ -		\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 2,175,626	\$ 7,252,569	\$ 1,135,059	\$ 2,272,470	\$ 1,260,059	\$ 1,607,470	\$ 1,760,059	\$ 1,490,480	\$ 1,760,059

County impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	County Attorney's Office/Underage Drinking Prevention Program	
Contact Person/Title:	Gloria Souhami/Program Director	
Phone Number:	854-4229	

Grant Title:	Underage Drinking Prevention Program			
Grant Period:	From:	10/1/2012	To:	9/30/13
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>	
Grantor:	Texas Department of Transportation			
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>		
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>		
Originating Grantor:	US DEPT OF TRANSPORTATION National Highway Traffic Safety Administration (NHTSA)			

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	157,362	0	34,951	0	\$187,954
Operating:	3,843	230,502	1,000	53,875	\$60,843
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
Total:	\$161,205	\$230,502	\$35,951	\$53,875	\$248,797
FTEs:	2.5	0.00	1	0.00	3.50

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
	0	0	\$0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	DB	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Measures For Grant						
Presentations and Community Events	700	315				700
Outcome Impact Description	Community demand for presentations continues to grow.					
Involvement with other organizations and agencies	150	29				150
Outcome Impact Description	Program continues its work with outside organizations and agencies.					
Media Coverage	70	216				70
Outcome Impact Description	Program continues to utilize public and private media outlets.					
Number of material distributed	115,000	89,8431				115,000
Outcome Impact Description	Program continues to disseminate materials to grant mandated tri-county area.					

PBO Recommendation:

PBO recommends approval of this grant application. The entire grant match is fully budgeted in the FY12 Adopted budget. The cash match consists of \$17,600 in General Fund contributions and \$18,351 from CAPSO funds.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

The goal of the existing program is to discourage illegal underage alcohol consumption in Travis County. The Travis County Attorney's Office is responsible for the prosecution of DWI/DUI cases and other alcohol related offenses in Travis County. The Comprehensive Underage Drinking Prevention Program provides prevention resources for the department and Travis County citizens.

The grant is enhancing an existing program by expanding community prevention activities to middle school youth while continuing education efforts to high school and college students as well as hosting information booths at community events and collaborating with other agencies.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

The General Fund contributes \$17,600 toward the full-time community educator's salary and mileage to meet match requirements. The County Attorney's Office contributes \$18,351 through CAPSO funds.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

Yes, a county match is required - \$1,000 county commitment for mileage, \$15,750 contribution for a school educator salary, \$17,231 portion of FTE salary and \$1,734 toward two FTE salaries and approximately \$55,000 in-kind services such as media, print shop, computer and network services, office space, fax and telephone service.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

They are not permitted and costs are included in matching funds.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

No, the program will not discontinue. The UDPP will request additional funding via a grant extension.

6. If this is a new program, please provide information why the County should expand into this area.

N/A – This program is a continuation of an existing program.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The program continues community prevention activities to grades 4th – 12th and under 21 college students as well as parents. Will also continue to expand community collaborations.

**TRAVIS COUNTY ATTORNEY'S
UNDERAGE DRINKING
PREVENTION PROGRAM**

Travis County Attorney's Office

P.O. Box 1748
Austin, Texas 78767
(512) 854-4229

DAVID A. ESCAMILLA
COUNTY ATTORNEY

MEMORANDUM

TO: Katie Petersen

FROM: Gloria Souhami

DATE: January 24, 2012

RE: UDPP FY13 Grant Summary Sheet

Katie,

Please find the grant summary sheet for the UDPP FY'13 grant proposal. The county contribution to the budget and activities remain the same as in previous years. Thanks for all your help.

Texas Traffic Safety eGrants

Fiscal Year 2013

Organization Name: Travis County Attorney's UDPP

Legal Name: County of Travis

Payee Identification Number: 17460001922000

Project Title: Comprehensive Underage Drinking Prevention Program

ID: 2013-Travis C-G-1YG-0008

Period: 10/01/2012 to 09/30/2013

County of Travis
Comprehensive Underage Drinking Prevention Program

Project Title

Comprehensive Underage Drinking Prevention Program

Project Description

To conduct a comprehensive underage drinking prevention program through educational efforts and peer to peer interaction to reduce underage alcohol consumption and underage drinking and driving.

How many years has your organization received funding for this project?

This will be our fifth or more year.

County of Travis
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X The following person has authorized the submittal of this proposal.

Name	Samuel Biscoe
Title	Travis County Judge
Address	PO Box 1748
City	Austin
State	Texas
Zip Code	78767
Phone Number	512-854-4229 (xxx-xxx-xxxx)
Fax Number	512-854-9316 (xxx-xxx-xxxx)
E-mail address	sam.biscoe@co.travis.tx.us

County of Travis
Comprehensive Underage Drinking Prevention Program

Select a County: Hays County - Austin District
Travis County - Austin District
Williamson County - Austin District

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Select a Political District Served ([View a map](#)):

U.S. Congress* Congressional District 10
Congressional District 21
Congressional District 25
Congressional District 31

Texas Senate* Texas Senate District 5
Texas Senate District 14
Texas Senate District 25

Texas House* Texas House of Representatives District 20
Texas House of Representatives District 45
Texas House of Representatives District 46
Texas House of Representatives District 47
Texas House of Representatives District 48
Texas House of Representatives District 49
Texas House of Representatives District 50
Texas House of Representatives District 51
Texas House of Representatives District 52

Alcohol and Other Drug Counter Measures

Select a goal:

X To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities

Select a strategy:

Improve anti-DWI public information and education campaigns including appropriate bilingual campaigns.

X To reduce the number of DUI-related crashes where the driver is under age 21

Select a strategy:

Improve education programs on alcohol and driving for youth.

Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking and driving.

Problem Identification and Solution

I. Problem Identification

Alcohol is the most commonly used and abused drug among US youth. Although drinking under age 21 is illegal, people aged 12 to 20 years drink 11% of all alcohol consumed in the US (Underage Drinking Enforcement Training Center 2011). Alcohol continues to be the most widely used substance among Texas secondary school students, with 62% reporting they had used alcohol at some point in their lives (Texas Department of State Health Services, 2010). Texas currently leads the nation in the number of drinking and driving deaths (NHTSA 2011). In 2010, there were 1,075 people killed in motor vehicle crashes where a driver was under the influence of alcohol. This is 35.5% of the total number of people killed in motor vehicle traffic crashes (TxDOT 2011). Vehicle crashes are the leading cause of death for teens (15-20 years old), and 31% of teen traffic deaths are alcohol-related (MADD Power of Parents 2010). From January 2011 - September 6, 2011, there were 1,874 alcohol related crashes and injuries in Travis, Hays and Williamson Counties (TxDOT 2011). In Austin, 24% of traffic fatalities were alcohol-related (Austin Police Department 2011). According to the Adolescent Drinking - 2011 Texas Youth Risk Behavior Survey, 1 in 3 students rode with someone who had been drinking, and 1 in 10 students drove after they had been drinking. The UDPP believes the availability and use of alcohol resulting in underage drinking and driving crashes and fatalities is a significant traffic safety problem for youth.

Travis, Hays and Williamson Counties have rural areas where youth drink because there is not much else to do and drive at the earliest legal age (UDPP 2011). Historically, idle youth are cited as a prime factor in the prevalence of underage drinking. While some view underage drinking as a "rite of passage", teens have a greater risk of death in an alcohol-related crash than the overall driving population, despite their inability to legally purchase, possess or consume alcohol. Texans ages 17-24 accounted for 27.5% of all drinking and driving deaths despite representing only 8% of the overall Texas population (2009 Crash Records Report.) This risk is also increased by the tendency of teens to drive during high-risk weekends and holidays. [UDPP 2011/Leadership to Keep Children Alcohol Free Foundation 2011] Underage impaired driving, Minor in Possession, and making available to a minor continue to challenge parents, teachers, law enforcement, faith communities, and the community at large. The Austin Metropolitan Statistical Area, which includes Hays, Williamson and Travis Counties, is expected to grow approximately 150% by 2039. This growth will see an additional 640,000 more vehicles on the road (Capital Area Council of Government 2010). The student population will continue to grow as well, and so will new teen drivers, with a new crop of students each fall who have not been reached with the prevention message. In 2010-2011, there were 281,307 students in Travis, Hays, and Williamson County schools (Texas Education Agency 2011). In addition, the Travis County Hispanic population is projected to exceed the Anglo population by 2015 (Travis County CAN 2010). Motor vehicle crashes are the leading cause of death for Hispanics one to 44 years of age (TxDOT 2010). This illustrates a need for culturally sensitive and bilingual outreach and material for Spanish speakers.

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Underage youth are attracted to the tri-county area by higher education institutions and recreational activities, which include water sports and aquatic recreation. A 2010 Red Cross study cites alcohol as a factor in about 25%-50% of adolescent and adult deaths from drowning or injuries. College age youth are particularly at risk for water fatalities as they are for binge drinking.

Close to 40% of college students in the US binge drink, and that number has remained virtually unchanged for decades. Almost 2,000 US college students die yearly from alcohol-related injuries. Locally, the 2010 City of Austin Healthy Adolescent Initiative focus group with youth ages 10-19, tells us that alcohol is the #1 drug of choice.

The Eanes ISD 2010 PRIDE Survey revealed that 43% of 12th graders reported 30 day alcohol use, and 72 % said alcohol was fairly or very easy to get. The Austin ISD 2010-2011 cites 80 alcohol violations in high schools and middle schools. A national survey of more than 2,500 11th and 12th graders found 90% believed their friends were more likely to drink and drive on prom night (Liberty Mutual Insurance & SADD 2011). Parents making alcohol available and hosting parties is a factor in underage drinking.

Nationally 29% of current drinkers aged 12 to 20 reported that their last use of alcohol in the past month occurred at home, and parents or other family members provided the alcohol 21% of the time (SAMHSA 2009 Survey on Drug Use and Health). Efforts to reduce underage drinking must focus on adults as well as youth and must engage the whole community.

II. Project Plan

Problem Solution

In order to reduce underage drinking and driving in three counties, these measures will be utilized: "Why Risk It?" and "Busted!" presentations to high/middle schools and 4th/5th graders in elementary school, as well as to parents/care givers, that includes information regarding riding with a drinking driver, the zero tolerance law, and the legal and social consequences of underage drinking. Presentations are conducted by staff and law enforcement volunteers. It will also increase the awareness of risk, in order to reduce the number and severity of motor vehicle crashes among drivers under 21. Teen drinking has predictable and preventable patterns and conditions. UDPP assessments assist in tailoring presentations to youth behaviors.

The Eanes ISD 2010 PRIDE Survey says friend's homes are most popular with older students. Leading national surveys reveal that parents are the number one source that teens turn to for important information; parents can influence their teen's decision not to drink alcohol (MADD 2010). The UDPP addresses this issue by providing adult/parent presentations that include the "Jacqueline Saburido" video and working with school parent support specialists, parent involvement programs (Parent/Teacher Coffee) and PTA. Adults are also targeted during the Christmas/New Year's Emphasis Patrol dedicated to an underage victim of DWI. This media event is reinforced by teen anti-DWI/alcohol awareness presentations. It maintains cooperative multi-jurisdictional law enforcement efforts addressing underage impaired driving. The program will also reach adults and college age youth through orientations, open enrollments, presentations and health fair events sponsored by

Comprehensive Underage Drinking Prevention Program

public and private employers, as well as by colleges and universities.

Other educational components will include media campaigns during high risk times and participation in grassroots projects such as Red Ribbon Week and Project Celebration. A survey of more than 2,500 high school juniors and seniors found that 90% believe their peers are more likely to drink and drive on prom night and 79 % believe the same is true of graduation night (Join Together, May 2011). High-risk times such as spring break, prom, graduation and Halloween will be targeted, and BWI and DWI/summer water safety will be addressed in partnership with the Central Texas Water Safety Coalition. Continue collaboration with groups, including the Austin Police Department Athletic League, Williamson County Youth Substance Abuse Prevention Coalition, Hispanic Futures Conference, Community Action Network, Del Valle and Austin ISDs School Health Advisory Councils (SHAC), and the Safe Kids Coalition. Continue UDPP task force efforts by increasing membership and providing quality programs and speakers. The task force celebrates a history of community service and has grown to over 200 members. The task force meets regularly and encourages members to support, utilize and create awareness of new and existing resources; it also serves as a distribution site for seasonal campaign material and local event information. Will also utilize Travis County Television for public affairs show "Focus on Youth and Alcohol" and community notices.

The Comprehensive Underage Drinking Prevention Program is in a position to reduce alcohol-related harm in the tri-county area by providing education and outreach prevention services as well as changing social norms and perceptions about youth and alcohol. Continuing the UDPP provides continuity to build on previous successes and makes a significant contribution in saving the lives of teenagers by discouraging alcohol consumption. The UDPP addresses the spectrum of underage drinking from 4th graders to 20 year-old college age youth, where the risks vary from riding with a drinking driver for young students to binge drinking, and drinking and driving for older youth.

UDPP strengths include name recognition, staff longevity, working relationships with school districts, private and charter schools, established task force and strong working relationships with local law enforcement agencies and media. The "Why Risk It?" program will continue to reach high school age and older youth. The anti-DWI high school program will be supported by the middle school prevention program, "Busted!", especially to 8th graders as they transition to high school and to 4th/5th grade students. Evidence based research shows prevention programs at key transition points can produce beneficial effects even among high risk children and families. The UDPP will also grow its partnership with the Mexican Consulate, Con Mi Madre (Hispanic Mother/Daughter program), PTAs in predominantly Spanish speaking schools, and other Spanish speaking parent groups to address this population's risks.

The UDPP will utilize branded materials to enhance marketing efforts and enforce its mission statement: To create a community consensus that underage drinking is illegal, unhealthy and unacceptable.

Objectives, PI&E, Performance Measures and Activities

Objectives indicate the specific purpose of the project. Objectives should follow the SMART principle - Specific, Measurable, Action-oriented, Realistic, and Time framed.

Objective statement:

Action Verb To Conduct

Target Number 460

Baseline Measure

Performance Measure Busted and Why Risk It presentations to youth and adults in Travis, Hays and Williamson Counties.

Completion Date By 9/30/2013
 (mm/dd/yyyy)

Activity	Responsible	Activity Completion Date (mm/dd/yyyy)
1. Contact schools for presentations	Subgrantee	5/31/2013
2. Contact community youth groups for presentations.	Subgrantee	5/31/2013
3. Conduct Busted and Why Risk It? presentations to elementary through 12th grade youth, as well as to adults.	Subgrantee	9/30/2013
4. Participate in age appropriate community events.	Subgrantee	6/30/2013
5.		
6.		
7.		
8.		
9.		
10.		

Objectives, PI&E, Performance Measures and Activities

Objectives indicate the specific purpose of the project. Objectives should follow the SMART principle - Specific, Measurable, Action-oriented, Realistic, and Time framed.

Objective statement:

Action Verb To Conduct

Target Number 5

Baseline Measure

Performance Measure Underage Drinking Prevention Task Force meetings

Completion Date (mm/dd/yyyy) By 9/30/2013

Activity	Responsible	Activity Completion Date (mm/dd/yyyy)
1. Maintain a database of coalition task force members.	Subgrantee	9/30/2013
2. Determine speakers and agenda for task force meetings.	Subgrantee	9/30/2013
3. Invite representatives from Williamson and Hays Counties to attend task force meetings.	Subgrantee	9/30/2013
4. Conduct and attend task force meetings.	Subgrantee	8/30/2013
5. Provide statistics/information to task force members	Subgrantee	8/31/2013
6. Utilize print and broadcast media and Internet to announce task force meetings and activities.	Subgrantee	8/31/2013
7. Coordinate activities with other groups and agencies to prevent duplication of efforts.	Subgrantee	8/31/2013
8. Partner with Hays and Williamson Counties on task force activities.	Subgrantee	9/30/2013
9.		
10.		

County of Travis
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Position / Title: Community Educator
 Salary Type: Yearly
 Unit Price: \$18,300.00 is 100 % of the Individuals Total Salary (applicable to monthly/yearly)
 Quantity: 1
Total: \$18,300.00
 Fringe Rate: 55.935%
 Fringe Total: \$10,236.10
 Breakdown of Fringe Percentage: FICA 6.2%, Health Insurance 690/month/person, Life Insurance \$8.25/month/person, Retirement 12.27%, Worker's Comp. .75 x .0026 x salary, Medicare 1.45%

Please enter allocation amount per items entered in the following fields. Click the **Save** button to calculate the percentages for (100) Salaries and (200) Fringe Benefits.

Category	(100) Salaries Amount		(200) Fringe Benefits Amount	
TxDOT:	\$437.00	2.39%	\$10,236.10	100.00%
Match:	\$17,863.00	97.61%	\$0	0.00%
Program Income:	\$0	0.00%	\$0	%
Total: 0.00	\$18,300.00		\$10,236.10	

County of Travis
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Position / Title: Longevity Pay
 Salary Type: Yearly
 Unit Price: \$2,100.000 is 100 % of the Individuals Total Salary
 (applicable to monthly/yearly)
 Quantity: 1
Total: \$2,100.00
 Fringe Rate: 20.12%
 Fringe Total: \$422.52

**Breakdown of Fringe
 Percentage:**

Please enter allocation amount per items entered in the following fields. Click the Save button to calculate the percentages for (100) Salaries and (200) Fringe Benefits.				
Category	(100) Salaries Amount		(200) Fringe Benefits Amount	
TxDOT:	\$2,100.00	100.00%	\$422.52	100.00%
Match:	\$0	0.00%	\$0	0.00%
Program Income:	\$0	0.00%	\$0	%
Total:0.00	\$2,100.00		\$422.52	

County of Travis
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Position / Title: Program Assistant
 Salary Type: Yearly
 Unit Price: \$50,122.000 is % of the Individuals Total Salary (applicable to monthly/yearly)
 Quantity: 1
Total: \$50,122.00
 Fringe Rate: 40.473%
 Fringe Total: \$20,285.88
 Breakdown of Fringe Percentage: FICA 6.2%, Health Insurance 690/month/person, Life Insurance \$8.25/month/person, Retirement 12.27%, Workers Comp. .75 x.0026 x salary, Medicare 1.45%

Please enter allocation amount per items entered in the following fields. Click the **Save** button to calculate the percentages for (100) Salaries and (200) Fringe Benefits.

Category	(100) Salaries Amount		(200) Fringe Benefits Amount	
TxDOT:	\$48,930.00	97.62%	\$20,285.88	100.00%
Match:	\$1,192.00	2.38%	\$0	0.00%
Program Income:	\$0	0.00%	\$0	%
Total:0.00	\$50,122.00		\$20,285.88	

County of Travis
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Position / Title: Program Coordinator
 Salary Type: Yearly
 Unit Price: \$58,027.000 is 100 % of the Individuals Total Salary (applicable to monthly/yearly)
 Quantity: 1
Total: \$58,027.00
 Fringe Rate: 31.42%
 Fringe Total: \$18,232.08
 Breakdown of Fringe Percentage: FICA 6.2%, Health Insurance \$690/month/person, Life Insurance \$8.25/month/person, Retirement 12.27%, Workers Comp. .75 x .0026 x salary, Medicare 1.45%

Please enter allocation amount per items entered in the following fields. Click the **Save** button to calculate the percentages for (100) Salaries and (200) Fringe Benefits.

Category	(100) Salaries Amount		(200) Fringe Benefits Amount	
TxDOT:	\$56,718.00	97.74%	\$18,232.08	100.00%
Match:	\$1,309.00	2.26%	\$0	0.00%
Program Income:	\$0	0.00%	\$0	%
Total: 0.00	\$58,027.00		\$18,232.08	

County of Travis
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Description Hotel Expenses
Please explain Save a Life Hotel for one staff member
Unit Price \$100.000
Quantity 3
Total \$300.00

Purpose/Details Hotel expenses for one staff member to attend the Save a Life Conference.

Non-Enforcement Travel Mileage

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$300.00	100.00%
Match	\$0	0.00%
Program Income	\$0	%
Total	\$300.00	

County of Travis
Comprehensive Underage Drinking Prevention Program

Description Meals
Please explain Save a Life meals for one staff member
Unit Price \$36.000
Quantity 3
Total \$108.00

Purpose/Details Meals for one staff member attendin the Save a Life Conference.
Non-Enforcement Travel Mileage

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$108.00	100.00%
Match	\$0	0.00%
Program Income	\$0	%
Total0.00	\$108.00	

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Description Mileage
 Please explain Save a Life mileage for one staff member/SA, TX
 Unit Price \$0.550
 Quantity 200
 Total \$110.00

Purpose/Details Mileage for onoe staff member to attend the Save a Life Conference in San Antonio, Texas.

Non-Enforcement Travel Mileage

Please enter allocation amount per items entered in the following fields.
 Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$110.00	100.00%
Match	\$0	0.00%
Program Income	\$0	%
Total0.00	\$110.00	

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Description Mileage
 Please explain to/from mtg, comm events, activities in tri-county
 Unit Price \$0.550
 Quantity 3500
 Total \$1,925.00

Purpose/Details Mileage to and from meetings, community events and activities (day to day business) in Travis, Hays and Williamson Counties.

Non-Enforcement Travel Mileage

Please enter allocation amount per items entered in the following fields.
 Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$925.00	48.05%
Match	\$1,000.00	51.95%
Program Income	\$0	%
Total	\$1,925.00	

County of Travis
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Description County Match - Supplies
Unit Price \$1,000.00
Quantity 1
Total Cost \$1,000.00

Purpose/Details County match for office products, files, pens, paper, and other supplies.

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$1,000.00	100.00%
Program Income	\$0	%
Total	\$1,000.00	

County of Travis
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Description Community Volunteers - Match
Unit Price \$21.36
Quantity 100
Total Cost \$2,136.00

Purpose/Detail Community volunteers for presentations and attendance at booth events.

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$2,136.00	100.00%
Program Income	\$0	%
Total	\$2,136.00	

County of Travis
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Description Earned Media - Match
 Unit Price \$225,366.00
 Quantity 1
 Total Cost \$225,366.00

Purpose/Detail Earned media - value of program publicity earned via television, print and radio media.

Please enter allocation amount per items entered in the following fields.
 Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$225,366.00	100.00%
Program Income	\$0	%
Total	\$225,366.00	

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Description Law Enforcement Volunteers - Match
Unit Price \$30.00
Quantity 100
Total Cost \$3,000.00

Purpose/Detail Law enforcement volunteers for presentations and attendance at booths and community events.

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$3,000.00	100.00%
Program Income	\$0	%
Total	\$3,000.00	

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Description Media - Match
 Unit Price \$22,675.00
 Quantity 1
 Total Cost \$22,675.00

Purpose/Detail Travis County Television shows, dubs, tapes/DVDs. PSAs, web site management.

Please enter allocation amount per items entered in the following fields.
 Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$22,675.00	100.00%
Program Income	\$0	%
Total	\$22,675.00	

County of Travis
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Description Print Shop - Match
Unit Price \$10,000.00
Quantity 1
Total Cost \$10,000.00

Purpose/Detail Estimated cost for printing of brochures, fact sheets, seasonal campaign material, etc.

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$10,000.00	100.00%
Program Income	\$0	%
Total	\$10,000.00	

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Description School Educator Salary - Match
Unit Price \$1,215.59
Quantity 12
Total Cost \$14,587.08
Purpose/Detail Salary for school educator - county match.

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$14,587.08	100.00%
Program Income	\$0	%
Total	\$14,587.08	

County of Travis
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Name PI&E Promotional Items
Description Bumper Stickers
Unit Price \$0.20
Quantity 2500
Total Cost \$500.00

Purpose/Details Red bumper stickers with "DWI Kills" message.

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$500.00	100.00%
Match		0.00%
Program Income		%
Total	\$500.00	

County of Travis
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Name Other
Description Office Rent - Match
Unit Price \$1,400.00
Quantity 12
Total Cost \$16,800.00
Purpose/Details Match amount for rent of office space.

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT		0.00%
Match	\$16,800.00	100.00%
Program Income		%
Total 0.00	\$16,800.00	

County of Travis
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Name Other
Description Parking - Match
Unit Price \$250.00
Quantity 12
Total Cost \$3,000.00

Purpose/Details County match amount for parking costs of two downtown parking spots for staff.

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT		0.00%
Match	\$3,000.00	100.00%
Program Income		%
Total	0.00	\$3,000.00

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Name PI&E Educational Items
Description Pencils - English
Unit Price \$0.10
Quantity 9000
Total Cost \$900.00

Purpose/Details Pencils with English message: "Why Risk It? Under 21, Don't Drink."

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$900.00	100.00%
Match		0.00%
Program Income		%
Total	\$900.00	

County of Travis
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Name PI&E Educational Items
 Description Pencils - Spanish
 Unit Price \$0.10
 Quantity 5000
 Total Cost \$500.00

Purpose/Details Pencils with Spanish "Why Risk It?" Under 21, Don't Drink."; "Para que arriesgarte? Menor de 21, no tomes."

Please enter allocation amount per items entered in the following fields.
 Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$500.00	100.00%
Match		0.00%
Program Income		%
Total	\$500.00	

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Name PI&E Promotional Items
Description Plastic Pouches
Unit Price \$1.25
Quantity 400
Total Cost \$500.00

Purpose/Details Plastic pouches with "Why Risk It? Under 21, Don't Drink." message.

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$500.00	100.00%
Match		0.00%
Program Income		%
Total	\$500.00	

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Name Other
Description Telephone/Fax Service - Match
Unit Price \$1.00
Quantity 400
Total Cost \$400.00

Purpose/Details Match amount of cost for telephone and fax service.

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT		0.00%
Match	\$400.00	100.00%
Program Income		%
Total	\$400.00	

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Budget Summary

Budget Category		TxDOT	Match	Program Income	Total
Category I - Labor Costs					
(100)	Salaries:	\$108,185.00	\$20,364.00	\$0	\$128,549.00
(200)	Fringe Benefits:	\$49,176.58	\$0	\$0	\$49,176.58
	Sub-Total:	\$157,361.58	\$20,364.00	\$0	\$177,725.58
Category II - Other Direct Costs					
(300)	Travel:	\$1,443.00	\$1,000.00	\$0	\$2,443.00
(400)	Equipment:	\$0	\$0	\$0	\$0
(500)	Supplies:	\$0	\$1,000.00	\$0	\$1,000.00
(600)	Contractual Services:	\$0	\$277,764.08	\$0	\$277,764.08
(700)	Other Miscellaneous:	\$2,400.00	\$20,200.00	\$0	\$22,600.00
	Sub-Total:	\$3,843.00	\$299,964.08	\$0	\$303,807.08
Total Direct Costs:		\$161,204.58	\$320,328.08	\$0	\$481,532.66
Category III - Indirect Costs					
(800)	Indirect Cost Rate:	\$0	\$0	\$0	\$0
Summary					
	Total Labor Costs:	\$157,361.58	\$20,364.00	\$0	\$177,725.58
	Total Direct Costs:	\$3,843.00	\$299,964.08	\$0	\$303,807.08
	Total Indirect Costs:	\$0	\$0	\$0	\$0
Grand Total:		\$161,204.58	\$320,328.08	\$0	\$481,532.66
	Fund Sources: (Percent Share)	33.48%	66.52%	0.00%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in eGrants.

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2013-Travis C-G-1YG-0008 Printed On: 1/26/2012

2013-Travis C-G-1YG-0008 Printed On:
1/26/2012

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Criminal Courts	
Contact Person/Title:	Debra Hale, Director of Court Management	
Phone Number:	512-854-9224	

Grant Title:	Travis County Veterans' Court			
Grant Period:	From:	09/01/12	To:	08/31/13
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>	
Grantor:	Office of the Governor, Criminal Justice Division			
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>		
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>		
Originating Grantor:				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	\$155,604	0	0	0	\$155,604
Operating:	\$66,470	0	0	0	\$66,470
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	\$4,442	0	0	0	\$4,442
Total:	\$226,516	\$0	\$0	\$0	\$226,516
FTEs:	2.00	0.00	0.00	0.00	2.00

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
	0	0	\$0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	JC	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures Applicable Dept. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
# of defendants screened for eligibility for court	360	90 proj.	180 proj.	270 proj.	360 proj.	360
# of defendants accepted into court	40	12 proj.	25 proj.	37 proj.	40 proj.	40
Measures For Grant						
Provide linkage to appropriate treatment for identified veterans	50	13 proj.	26 proj.	39 proj.	50 proj.	50
Outcome Impact Description						
At least 40 veterans will receive treatment and services through the VA while prosecution is deferred to better serve the ends of justice.	40	12 proj.	25 proj.	37 proj.	40 proj.	40

PBO Recommendation:

This grant application, if funded, will provide state resources for the third year of the Veterans Court Program in the Criminal Courts. This grant will allow for the continuation of the docket focused on serving the needs of veterans who are non-violent misdemeanor defendants in the criminal justice system. This grant application is for a total of \$226,516 and will fund two FTE.

The Auditor's Office and County Attorney's Office have both reviewed the application and have raised no issues. PBO recommends approval of this application.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

It is the goal of the Travis County Veterans Court to link misdemeanor and felony veteran defendants to the VA for assessment and treatment services, monitor their treatment compliance, and divert them from further criminal sanctions. The court will focus on those defendants with Post Traumatic Stress Disorders, Traumatic Brain Injury, and other mental health disorders that resulted from combat related experiences. 79% of offenders with mental health disorders have issues with substance abuse. It is anticipated that a large number of the Court's participants will need substance abuse intervention which is an integral part of the Veterans Court Program.

A Veterans Court Implementation Grant was first received from the Office of the Governor, Criminal Justice Division (OOG/CJD) in April 2010 (partial-year FY10). The Governor's Office continued funding the Veterans Court Program in FY11 and FY12. The Veterans Court held its first docket on November 10, 2010. On November 10, 2011, the court graduated its first veteran and accepted its 34th veteran into the program.

The Travis County Veterans Court Program is again requesting that the Office of the Governor, Criminal Justice Division fund the Veterans Court Program for FY13. It

should be noted that an application is also being submitted to the Texas Veterans Commission to fund a portion of the Veterans Court services during the period between July 1, 2012 and June 30, 2013.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

There are no long term County funding requirements for this grant.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

There is no county match for this grant.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Yes, we are requesting a 2% indirect cost allocation.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Yes, this program will discontinue without grant funding. We will seek additional funding from other sources.

6. If this is a new program, please provide information why the County should expand into this area.

The Travis County Veterans Intervention Project Jail Survey report published in July 2009 indicates that about 150 veterans are incarcerated in the Travis County Jail at any one time. About one-third of these veterans were arrested more than once during the 90 day survey period. It is anticipated that an increasing number of veterans will be returning from deployment to central Texas. It is hoped that with the collaboration of the local veteran's service delivery system and our Courts, this group of veterans can address their treatment needs and decrease the likelihood of their return to our jail.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This court docket will be an additional docket scheduled in County Court at Law #4 bi-weekly. Although there are specialty dockets for defendants with mental health or substance abuse issues, the unique treatment needs of this target population has not been previously addressed.

**Travis County Resolution
FY13 Veterans Court Grant**

WHEREAS, The Travis County Commissioners Court finds it in the best interest of the citizens of Travis County, that the Veteran's Court be operated during FY13; and

WHEREAS, The Travis County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Travis County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Travis County Commissioners Court designates Samuel T. Biscoe, County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Travis County Commissioners Court approves submission of the grant application for the Veteran's Court to the Office of the Governor, Criminal Justice Division.

Signed by: _____
County Judge Samuel T. Biscoe

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Grant Application Number: 2339704

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Agency Name: Travis County
Grant/App: 2339704 **Start Date:** 9/1/2012 **End Date:** 8/31/2013

Project Title: Veteran's Court
Status: Application Pending Submission

Profile Information

Applicant Agency Name: Travis County
Project Title: Veteran's Court
Division or Unit to Administer the Project: Criminal Courts
Address Line 1: 509 W. 11th Street, Room 2.700
Address Line 2:
City/State/Zip: Austin Texas 78701-1748
Start Date: 9/1/2012
End Date: 8/31/2013

Regional Council of Governments(COG) within the Project's Impact Area: Capital Area Council of Governments
Headquarter County: Travis
Counties within Project's Impact Area: Travis

Grant Officials:

Authorized Official

User Name: Samuel Biscoe
Email: sam.biscoe@co.travis.tx.us
Address 1: Post Office Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-9555 Other Phone:
Fax: 512-854-9535
Title: The Honorable
Salutation: Judge

Project Director

User Name: Debra Hale
Email: debra.hale@co.travis.tx.us
Address 1: 509 W. 11th Street, Room 2.700
Address 1:
City: Austin, Texas 78701
Phone: 512-854-9432 Other Phone: 512-854-9244
Fax: 512-854-4464
Title: Ms.
Salutation: Ms.

Financial Official

User Name: Susan Spataro
Email: susan.spataro@co.travis.tx.us
Address 1: P.O. Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-9125 Other Phone:
Fax: 512-854-6640
Title: Ms.
Salutation: Ms.

Grant Writer

User Name: Debra Hale
Email: debra.hale@co.travis.tx.us
Address 1: 509 W. 11th Street, Room 2.700
Address 1:
City: Austin, Texas 78701
Phone: 512-854-9432 Other Phone: 512-854-9244
Fax: 512-854-4464

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Title: Ms.

Salutation: Ms.

You are logged in as **User Name:** debrahale

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Print This Page

Agency Name: Travis County
Grant/App: 2339704 **Start Date:** 9/1/2012 **End Date:** 8/31/2013

Project Title: Veteran's Court
Status: Application Pending Submission

Narrative Information

Primary Mission and Purpose

The Drug Court Program supports projects that provide court-supervised substance abuse treatment as an alternative to traditional criminal sanctions, as defined in Chapter 469 of the Texas Health and Safety Code.

Funding Levels

The anticipated funding levels for the Drug Court program are as follows:

- Minimum Award - \$10,000
- Maximum Award - None
- Match Required - None

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.

** The requirements for this fund source are subject to change pursuant to actions of the Texas Legislature.*

Preferences - Preference will be given to:

1. mandated drug courts under Texas Health and Safety Code, §469.006; and
2. non-mandated drug courts operating in counties with a population of less than 200,000.

Ten Essential Characteristics

Drug Court programs, as defined in Chapter 469 of the Texas Health and Safety Code, that provide court-supervised substance abuse treatment as an alternative to traditional sanctions, must incorporate the following ten (10) essential characteristics of drug courts noted below and codified in Texas Health and Safety Code §469.001 to be eligible for funding:

Integration of Services - The integration between alcohol and other drug treatment services in the processing of cases in the judicial system.

The Travis County Veterans Court (TCVC) has established working relationships with the Veterans Administration, as well as local community treatment providers to ensure that every veteran participant with a diagnosed substance abuse problem receives the appropriate treatment needed. Each participant receives an assessment through the VA. In cases where substance abuse or dependence is identified, the veteran is referred to the VA's Substance Abuse Treatment Program (SATP). In cases where the veteran is unable to attend the SATP Program, he or she is referred to a community agency offering intensive outpatient treatment, as well as continuing care. Veterans in recovery are also encouraged to attend support group meetings, such as Peer2Peer groups, in order to support their sobriety.

Non-Adversarial Approach - The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.

The Travis County Veterans Court follows the nationally recognized Drug Court model, utilizing a team approach to provide positive support, enhance motivation and reward progress. The Veterans Court team, which includes the Judge, members of the County Attorney's Office, defense counsel, VA staff, the Veterans Court Administrator and Caseworker, attended training sponsored by the National Association of Drug Court Professionals (NADCP) in Tulsa, Oklahoma in October, 2011. This training focused on the practices of effective Veterans Courts. Included in this training was an opportunity to observe a court staffing session and the Tuisa Veterans Court hearing. The Travis County Veterans court team also meets prior to each court session to staff, discuss and agree upon an approach with each veteran in the program. Every effort is made to utilize rewards for compliance and to recognize even the smallest steps toward change. All team members are aware of the stages of change model, as well as the research that shows that the use of rewards is more effective than the use of sanctions. It is the goal of the TCVC team to develop a positive, trusting and supportive relationship with each participant.

Prompt Placement - Early identification and prompt placement of eligible participants in the program.

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eGrants - Project Summary (MAKE SURE YOU CLOSE THIS PAGE !!!)

In recognition of research which shows that reducing the length of time an individual who commits a crime gets into treatment decreases recidivism, the TCVC attempts to place qualified veterans into the program as quickly as possible. A system has been developed to notify the program manager and caseworker of all veterans who have been booked into the Travis County jail within 24 hours of booking. The manager and caseworker can then make contact with each individual to do an initial screening to determine possible eligibility. Potential participants are encouraged to apply as soon as possible, after discussion with their attorney. Both the veteran and attorney are provided information about the TCVC and given an application after the first contact. Once an application is received, the application is forwarded to the County Attorney's Office for review. The County Attorneys staff cases weekly for consideration. Once an applicant is determined to be eligible and appropriate, they are scheduled for the next TCVC hearing. Approved applicants usually are placed on the next court docket within 7-14 days.

Access – Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services.

Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services. As stated above, each veteran in need of substance abuse treatment is referred to either the VA's residential or SATP, depending on need, or to an Intensive Outpatient treatment program offered by one of two community treatment providers with whom the Court has a contractual working relationship. All veterans in need of job training or placement, housing, education, medical, or any other rehabilitative services are referred to the VA, Texas Workforce Commission Veterans Leadership Program or other community resources offering support in areas needed. Veterans are regularly reassessed to determine changing needs. Furthermore, the TCVC refers some vets to the Hope for Heroes program for individual and family counseling, as well as some alternative practices such as acupuncture and biofeedback.

Abstinence Monitoring – Monitoring of abstinence through weekly alcohol and other drug testing.

Monitoring of abstinence through weekly alcohol and other drug testing. Veterans who have been assessed as abusing drugs may be tested for use by random, regular urinalysis or by eye scan equipment. Alcohol abusers may be placed on the SCRAM ankle monitor, In-Hom device or the Ignition Interlock device. Some are required to have more than one of these monitoring devices. Abstinence is reinforced in court and is required for each veteran to move to the next phase of the program.

Compliance Strategy – A coordinated strategy to govern program responses to participants' compliance.

The caseworker coordinates the monitoring of participant compliance by communicating daily with the VA's Veterans Justice Outreach Specialist. The caseworker is able to access information regarding each participant's compliance with treatment requirements often within hours of scheduled attendance. The caseworker also communicates with the primary counselors of those veterans who are accessing treatment through other community agencies. In cases in which the veteran is in violation of program conditions, the caseworker or administrator will email other members of the Veterans Court team to inform them of the issue. A progress report is written by the caseworker prior to each court hearing and cases are staffed prior to court so that each person on the team is fully aware of compliance and noncompliance by each TCVC participant.

Judicial Interaction – Ongoing judicial interaction with program participants.

Participants in the TCVC are required to appear in court to meet with the judge every other week while in phase one. The judge establishes a rapport with each participant by utilizing information about each veteran's history in the military and other personal information. He establishes a direct connection with each participant by asking them to share their military background and by thanking them for their service. He also utilizes his own military experience to further develop rapport with each participant. The judge discusses the vets' compliance in treatment and with other court requirements during each session and provides frequent praise and reinforcement, as well as admonishment and possible sanctions, when appropriate.

Evaluation – Monitoring and evaluation of program goals and effectiveness.

The TCVC will establish a protocol for evaluating program effectiveness, including completion of outcome studies. The Veterans Court is committed to utilizing evidence-based practices in order to maximize its effectiveness in reducing recidivism and facilitating prosocial change among participants.

Education – Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

All members of the TCVC team attend training that is relevant to the goals and mission of the program. As stated above, each of the 10 members of the Veterans Court team attended a week-long training sponsored by NADCP in Tulsa OK in Oct, 2011. In addition to discussing the 10 key components of effective Veterans Courts, the team was able to observe the Tulsa Veterans Court staffing and court proceedings. Team members also attend training on PTSD, Traumatic Brain Injuries (TBI) and other mental health and substance abuse training sponsored by the VA, the County Attorney's Office, local mental health organizations, etc.

Partnerships – Development of partnerships with public agencies and community organizations.

The TCVC has been successful at establishing partnerships with numerous agencies and community organizations which support veterans in our community. The program manager and caseworker are members of the Veterans Intervention Project (VIP) and the Austin Veterans and Family Advocacy Council (AVFAC). They attend meetings with the staff at the Veterans Administration Mental Health Office, work with the Texas Veterans Commission's employment specialists, the Batterers Intervention and Prevention Program, the Hope for Heroes project and other local organizations in order to network and leverage services for veterans in the program.

Drug Court Program Requirements

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General Approaches

- **Pre-adjudication** - The defendant is diverted to the treatment program in lieu of prosecution before charges are filed or before final case.
- **Post-adjudication** - The drug offender begins the drug court program after entering a plea of guilty or nolo contendere or having been found guilty, often as a condition of probation.
- **Reentry** - Offenders completing sentences of incarceration or lengthy terms of residential treatment are ordered into the treatment program to facilitate their transition and reintegration into society.
- **Civil** - Participants enter the drug court program in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.

Select the **general approach(es)** that best fit this drug court.

Select **all** that apply:

- Pre-adjudication
- Post-adjudication
- Reentry
- Civil
- N/A

Observation - The drug court team (judge, prosecutor, defense counsel, treatment provider, supervision officer, court coordinator, etc.) of a new program must observe at least one drug court staffing session and hearing, in Texas, prior to program implementation.

Policies and Procedures - The drug court will develop and maintain written policies and procedures for the operation of the program.

Information Sharing - The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to CJD.

Jurisdiction - Provide the name of the court administering the Drug Court program (e.g., 999th Judicial District Court, Somewhere County Criminal Court, or City of Somewhere Municipal Court). If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Travis County Court at Law #4.

Drug Court Date - If the Court has commenced operations, provide the date that the Court was established.

Enter the date [mm/dd/yyyy]:

11/10/2010

Drug Court Type

- **Adult** - Programs serving adults (either pre-adjudication, post-adjudication, or reentry).
- **Family** - Programs serving parents who enter the drug court in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.
- **Juvenile** - Programs serving juveniles (either pre-adjudication, post-adjudication, or reentry).
- **Veterans** - Programs serving veterans or current members of the United States armed forces, including members of the Reserves, National Guard or State Guard.

Select the type of drug court that will be operated:

- Adult
- Veterans
- Family
- Juvenile
- N/A

Will the drug court accept **DWI offenders**?

Select the appropriate response:

- Yes
- No
- N/A

Presiding Judge - The presiding judge of a drug court funded through this program must be an active judge holding elective office, an associate judge or magistrate assigned to preside over drug court, or a retired judge available as a sitting judge.

Enter the name, phone number, and email address of the **Presiding Judge** for the Drug Court. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply. Applicant must notify CJD with this information when a judge is appointed.

The Honorable Michael Denton. 512-854-4717. michael.denton@co.travis.tx.us

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Enter the name, phone number and email address of the **Drug Court Coordinator**. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply. Applicant must notify CJD with this information when a coordinator is appointed.

Note: *The Drug Court Coordinator usually monitors the operation of the Drug Court, supervises Drug Court staff, participates in Drug Court judicial staff meetings, prepares and oversees Drug Court contracts with service providers, maintains data on Drug Court operations, and communicates with legal staff, government officials, social service agencies, and the public regarding matters of the Drug Court.*

Jackson Glass. 512-854-8382 jackson.glass@co.travis.tx.us

Federal Funding – Applicant agrees to apply for federal grant funding from the Bureau of Justice Assistance to support operations of the court. Applicant also agrees to notify CJD immediately of any additional state or federal grants or other funds that may become available to support operation of the court. At that time, CJD may deobligate a portion of the funds awarded under this solicitation.

Has the drug court ever applied for **federal funding**?

Select the appropriate response:

- Yes
- No
- N/A

Has the drug court ever received **federal funding**?

Select the appropriate response:

- Yes
- No
- N/A

If you selected **Yes** above, provide the federal award amount, grant period [mm/dd/yyyy to mm/dd/yyyy], and how the funds were used or will be used if the federal grant period overlaps with the grant period for this solicitation.

Enter the federal funding description:

\$155,000 Grant Period: September 1, 2011 - August 31st, 2012; These funds are currently funding two Veterans Court staff members, Court Appointed attorney fees, office supplies, and outreach mileage.

TDSHS - CMBHS Registration

Applicant assures that it is currently registered or will register with the Texas Department of State Health Services (TDSHS) – Clinical Management for Behavioral Health Services (CMBHS) database. Information about registration procedures can be accessed [here](#).

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Diane Blankenship, Human Resources Director

Enter the Address for the Civil Rights Liaison:

P.O.Box 1748 Austin, TX 78767-1748

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

512-854-9165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Drug Court Program Solicitation.

I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.

Enter your problem statement:

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On any given day, veterans account for one of every hundred individuals in U.S. Jails and Prisons (Noonan and Mumola, 2007). Although veterans are not over represented in the justice system as compared to their proportion in the U.S. general adult population, the unmet mental health and substance abuse treatment needs of justice-involved veterans is a growing concern. Research literature suggests a connection between high levels of combat exposure, PTSD, and involvement in the criminal justice system (Calhoun, Malesky, Bosworth, and Beckham, 2004). Additionally, many veterans return home to lost jobs, terminated leases, severed relationships, and other hardships. With an increasing number of veterans anticipated to be returning to our area, Travis County would like to continue to provide the structure of the Veterans Court to address the treatment needs of these individuals.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

The Travis County Veteran's Intervention Project Jail Survey Report published in July, 2009 indicates that about 150 veterans are incarcerated in the Travis County Jail at any one time. About one-third of these veterans was arrested more than once during the 90 day survey period. 73% of the cases during this period were misdemeanor offenses. Of this group, 65% of the arrested veterans were not linked to VA services. A follow-up survey, completed in November, 2011, further supports the need to address our arrested veterans, many of whom are not utilizing VA services.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

Travis County facilitates the community planning process that is required by the Texas Administrative Code as a prerequisite for applying for funding through the Governor's Office, CJD.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

It is the goal of the Travis County Veteran's Court to link non-violent misdemeanor defendants to VA services, monitor their treatment compliance, and divert them from further criminal sanctions. Through the cooperation and collaboration of Travis County Courts with partners such as the Department of Veteran's Affairs Health Care Services System and veteran services providers, the court hopes to promote sobriety and enhance mental health for program participants.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each CWA. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the CWA(s). You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.

Enter your cooperating working agreement(s):

Not applicable

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

The Travis County Veterans Court held its first court hearing on November 10, 2010. By the end of August 2011, the court met its goal of accepting 25 veterans into the program during the first year. The Veterans Court has grown to include 33 active participants as of January 19, 2012 and expects to exceed its goal of serving 40 veterans during the current year.

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

The Travis County Veteran's Court helps honorably discharged veterans arrested for misdemeanor non-violent offenses by providing attention, structure and supportive services needed to reduce their risk for recidivating and to improve their reintegration to post-deployment life. In lieu of a final conviction, participants are allowed to complete a court supervised treatment program. Participants in the court are referred to Veterans Administration treatment services addressing Post Traumatic Stress Disorder, Traumatic Brain Injury, or mental health disorders. Each participant is assessed by a VA psychiatrist. This assessment is utilized by the Veterans Court caseworker to develop an individualized

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eGrants - Project Summary (MAKE SURE YOU CLOSE THIS PAGE !!!)

treatment plan, known as a Strategic Action Plan (SAP) in collaboration with the veterans. Regular judicial contact supports the participant's motivation for change and continued involvement in treatment efforts. Participants are also offered the opportunity to be linked with other veterans serving as peer mentors, who can assist with issues of re-adjusting to civilian life and navigating through the VA treatment/benefit system. Each veteran will participate in treatment at the VA to address any mental health issues, such as PTSD, TBI or other psychological and emotional problems. If a veteran has a co-occurring substance abuse problem, they will also participate in a VA substance abuse treatment program. In situations in which a veteran cannot access substance abuse treatment at the VA due to scheduling conflicts, he/she is referred to a community treatment provider to address substance abuse issues. Participants who are suspected of abusing drugs and/or alcohol may be ordered to participate in urinalysis screening and/or alcohol monitoring using the Scram or In-Hom device. Some participants may also be required to have an ignition interlock device installed on their vehicle. Additionally, participants are encouraged to attend weekly support groups, such as Peer2Peer groups, abstinence support meetings, and other individual or group counseling as deemed appropriate. The Travis County Veterans Court operates collaboratively with the VA and many community organizations. It incorporates the 10 key components of effective Veterans Courts, utilizes principles of evidence-based practices, and provides frequent judicial contact to help veterans obtain access services to reduce their risk of re-offending. The Court plans to serve at least 40 veterans during FY12.

You are logged in as **User Name:** debrahale

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Agency Name: Travis County
Grant/App: 2339704 **Start Date:** 9/1/2012 **End Date:** 8/31/2013

Project Title: Veteran's Court
Status: Application Pending Submission

Measures Information

Progress Reporting Requirements

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of new enrollments in the program.	15	40
Number of participants in the program. ("Participants" should include the number in the program at the beginning of the reporting period plus the number of enrollments - example: total number served.)	33	40
Number of people assessed for eligibility to participate in the program.	21	50

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of participants employed or enrolled in school at time of drug court graduation (part time or full time).	1	9
Number of participants that earn a GED, high school diploma, or vocational training credential while in the program.	0	0
Number of participants that successfully complete the program.	1	11

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
------------------------	--------------	--------------

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Print This Page

Agency Name: Travis County
Grant/App: 2339704 **Start Date:** 9/1/2012 **End Date:** 8/31/2013

Project Title: Veteran's Court
Status: Application Pending Submission

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$59,070.00	\$0.00	\$0.00	\$0.00	\$59,070.00
Indirect Costs	\$4,442.00	\$0.00	\$0.00	\$0.00	\$4,442.00
Personnel	\$155,604.00	\$0.00	\$0.00	\$0.00	\$155,604.00
Supplies and Direct Operating Expenses	\$1,900.00	\$0.00	\$0.00	\$0.00	\$1,900.00
Travel and Training	\$5,500.00	\$0.00	\$0.00	\$0.00	\$5,500.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$226,516.00	\$0.00	\$0.00	\$0.00	\$226,516.00

You are logged in as **User Name:** debrahale

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eGrants - Project Summary (MAKE SURE YOU CLOSE THIS PAGE !!!)

Print This Page

Agency Name: Travis County
Grant/App: 2339704 **Start Date:** 9/1/2012 **End Date:** 8/31/2013

Project Title: Veteran's Court
Status: Application Pending Submission

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Indirect Costs	Approved Rate - 2% or Less	2% allowable by CJD	\$4,442.00	\$0.00	\$0.00	\$0.00	\$4,442.00	0
Contractual and Professional Services	Attorney	Court-Appointed Attorney Fees: Defense Attorney to represent participants in court sessions/staffings. 20 hours per month for 12 months X \$40.00 an hour.	\$9,600.00	\$0.00	\$0.00	\$0.00	\$9,600.00	0
Personnel	Counselor and/or Therapist (licensed)	Veterans Court Program Manager	\$92,186.00	\$0.00	\$0.00	\$0.00	\$92,186.00	100
Personnel	Counselor and/or Therapist (licensed)	Veterans Court Casework Manager	\$63,418.00	\$0.00	\$0.00	\$0.00	\$63,418.00	100
Contractual and Professional Services	Drug Analysis or Employee Drug Testing Services	Secure Remote Alcohol Monitoring (SCRAM) services for 7 participants at \$270 per month per person.	\$22,680.00	\$0.00	\$0.00	\$0.00	\$22,680.00	0
Travel and Training	In-State Incidentals and/or Mileage	Mileage to meet with various Veterans agencies in Central Texas.	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	General office supplies for Program Manager and Counselor	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Training expenses to attend National Association of Drug Court Professionals.	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Urinalysis test cups - 250 cups x \$5.60 per cup.	\$1,400.00	\$0.00	\$0.00	\$0.00	\$1,400.00	0
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Intensive outpatient and aftercare treatment for 15 participants at \$1,786 per person.	\$26,790.00	\$0.00	\$0.00	\$0.00	\$26,790.00	0

You are logged in as **User Name:** debrahale

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Print This Page

Agency Name: Travis County
Grant/App: 2339704 **Start Date:** 9/1/2012 **End Date:** 8/31/2013

Project Title: Veteran's Court
Status: Application Pending Submission

Certification and Assurances

Each applicant must click on this link to review the standard [Certification and Assurances](#).

Resolution from Governing Body

Except for state agencies, each applicant must provide information related to the [resolution](#) from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

- Yes
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The Program Manager monitors contract compliance with the vendors used for professional services. This includes conducting site visits and having regular contact with the vendors to monitor client services and progress.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Note: Pursuant to Texas Government Code §556.005, a political subdivision or private entity that receives state funds may not use the funds to pay a person required to register as a lobbyist or for lobbying expenses. A political subdivision or private entity that violates this provision is not eligible to receive additional state funds.

Select the Appropriate Response:

- Yes
 No
 N/A

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eGrants - Project Summary (MAKE SURE YOU CLOSE THIS PAGE !!!)

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

- Yes
 No
 N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2012

Enter the End Date [mm/dd/yyyy]:

9/30/2013

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

18974629

Enter the amount (\$) of State Grant Funds:

4791145

Single Audit

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

- Yes
 No

Note: Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an Independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

9/30/2010

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

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eGrants - Project Summary (MAKE SURE YOU CLOSE THIS PAGE !!!)

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity. **Requirements for a Type III Entity:** Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- Type I Entity
- Type II Entity
- Type III Entity

Debarment

Each applicant agency will certify that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application 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, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- 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 the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
- Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

You are logged in as **User Name:** debrahale

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Veteran's Court Grant - CJD
FY'13

Budget Category	Budget Item Description	Amount
Personnel	Program Manager/Court Coordinator: This position is responsible for the development of court program guidelines and processes. Additional duties include: Coordinating the identification and screening of possible participants; Serving as liaison between VA provider and community organizations; Developing and monitoring the court mentoring program; Coordinating the collection of program data.	\$92,186
	Casework Manager: This position will monitor the progress of participants in the program; structures VA treatment options for participants; attends staffing and court hearings, documents participant activities; coordinates court appearances and other services for participants; works under the supervision of the Program Manager	\$63,418
	Subtotal Personnel	\$155,604
Contractual and Professional Services	Intensive outpatient and aftercare treatment for 15 participants at \$1,786 per person.	\$26,790
	Court-Appointed Attorney Fees: Defense Attorney to represent participants in court sessions/staffings. 20 hours per month for 12 months X \$40.00 an hour.	\$9,600
	Secure Remote Alcohol Monitoring (SCRAM) services for 7 participants at \$270 per month per person.	\$22,680
	Subtotal Contracted Services	\$59,070
Supplies & Operating Expenses	General office supplies for Program Manager and Counselor	\$500
	Urinalysis test cups - 250 cups x \$5.60 per cup.	\$1,400
	Subtotal Supplies & Operating Expenses	\$1,900
Travel and Training	Training expenses to attend National Association of Drug Court Professionals.	\$5,000
	Mileage to meet with various Veterans agencies in Central Texas.	\$500
	Subtotal Travel and Training	\$5,500
Indirect Costs	2% allowable by CJD	\$4,442
70	Total	\$226,516

GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	39/10 Travis County Adult Probation	
Contact Person/Title:	Lila Oshatz, Division Director Programs and Services	
Phone Number:	512-854-7602	

Grant Title:	Travis County Adult Probation DWI Court		
Grant Period:	From:	9/30/2012	To: 9/29/2013
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Department of Health and Human Services: Substance Abuse and Mental Health Services Administration (SAMHSA)		
Will County provide grants funds to a subrecipient?		Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
Are the grant funds pass-through another agency? If yes list originating agency below		Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	184,091	0	0	0	\$184,091
Operating:	18,294	0	0	0	\$18,294
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	4,130	0	0	0	\$4,130
Total:	\$206,515	\$0	\$0	\$0	\$206,515
FTEs:	3.05	0.00	0.00	0.00	3.05

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
	0	0	\$0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MG	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Maintain a DWI Court completion rate of 70% or higher *Due to program start date and length (1 yr min.) first participants will not graduate until Jan. 31, 2012	70%	NA*				70%
Measures For Grant						
Number of new enrollments	50	6				50
Outcome Impact Description	SAMHSA grant funding will double the number of program participants served beyond the original grant funding from the Governor's Office.					
Number of successful completions	25	NA*				35
Outcome Impact Description	FY 12 completion rates are zero to date as it takes participants a minimum of 12 months to complete the treatment program. The program enrolled its first participants during FY 2011, therefore the first group of participants will graduate on January 31, 2012.					
Outcome Impact Description						

PBO Recommendation:

PBO recommends approval of this application. There is no grant match nor continuing obligations for the County. Please note that Dr. Nagy is the authorized official on this application.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

The mission of the Travis County Adult Probation DWI Court is to enhance public safety by providing an intensive, judicially supervised program of team-based counseling, treatment, and supervision for alcohol/substance dependent DWI offenders. This mission is accomplished through collaborative partnerships among the DWI Court, public agencies, and community-based organizations. The DWI Court is a pro-active approach which entails the early identification of repeat DWI offenders and providing to them the support and services needed to eliminate their repetitive involvement with the criminal justice system.

Specific program goals:

1. Participants will receive timely substance abuse treatment to address identified substance abuse needs and other criminogenic need areas.
2. Participants will receive timely judicial oversight to support and confront behavioral change through a well-defined strategy of sanctions and incentives.
3. Participants will receive timely drug/alcohol testing to insure abstinence.

4. Participants will receive case management services and will have their conditions monitored by the probation officer.

Funding from SAMHSA is expansion funding which allows the DWI Court to serve more participants.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

SAMHSA funding is for three years, 9/30/2010 to 9/29/2013. Each year of the grant, the Department is required to submit a noncompetitive continuation application. The Department will continue to apply for grant funding to support DWI Court program needs for future fiscal years.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

No match requirement

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Yes

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

No. It is the intent of the Department to identify funding sources to maintain self-sufficiency for the DWI Court through a combination of funding sources.

6. If this is a new program, please provide information why the County should expand into this area.

This is a noncompetitive continuation application for FY 2013.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The DWI Court represents another sentencing option for the judiciary, specifically the establishment of an additional "best practice" problem solving court to impact recidivism and provide continued reduction in community corrections costs. The DWI Court is consistent with the Department's Travis Community Impact Supervision (TCIS) initiative as it provides for strategic rehabilitative responses to meet the identified individualized risk and needs levels of the offender through a structured system of sanctions and incentives.

SAMHSA Continuation Application

Grant # 5H79TI023060

1. Application for Federal Assistance (Face Page) SF-424
2. SF-424A
3. Attestation Letter
4. Checklist
5. Project/Performance Site Location(s) Form
6. Disclosure of Lobbying Activities- Not applicable
7. Key Staff Changes- Not applicable
8. Project/Program Narrative
9. Designation of Central Email Address for SAMHSA Notice of Award

Application for Federal Assistance SF-424		
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision	*If Revision, select appropriate letter(s): <input type="text"/> *Other (Specify) <input type="text"/>
*3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier <input type="text"/>	*5b. Federal Award Identifier: 5H79TI023060	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION		
*a. Legal Name: <input type="text" value="Travis County Adult Probation"/>		
*b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="45-0588607"/>	*c. Organization DUNS: <input type="text" value="008498300"/>	
d. Address		
*Street1: <input type="text" value="411 W. 13th Street"/>	Street2: <input type="text" value="Suite 600"/>	
*City: <input type="text" value="Austin"/>	County/Parish: <input type="text"/>	
*State: <input type="text" value="Texas"/>	Province: <input type="text"/>	
*Country: <input type="text" value="USA"/>	*Zip/Postal Code: <input type="text" value="78701"/>	
e. Organizational Unit		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text"/>	*First Name: <input type="text" value="Lila"/>	
Middle Name: <input type="text"/>		
*Last Name: <input type="text" value="Oshatz"/>		
Suffix: <input type="text"/>		
Title: <input type="text"/>		
Organizational Affiliation: <input type="text"/>		
*Telephone Number: <input type="text" value="512-854-7602"/>	Fax Number: <input type="text"/>	
*Email: <input type="text" value="Lila.Oshatz@co.travis.tx.us"/>		

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type:

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify)**

10. Name of Federal Agency:

11. Catalog of Federal Domestic Assistance Number

CFDA Title:

***12. Funding Opportunity Number:**

***Title:**

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

15. Descriptive Title of Applicant's Project:

Attach supporting documents as specified in agency instructions.

Grant # 5H79T1023060

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: TX-021	b. Program/Project: TX-021
Attach an additional list of Program/Project Congressional Districts if needed: 424 A Additional Program District	
17. Proposed Project:	
*a. Start Date: 9/30/2010	b. End Date: 9/29/2013
18. Estimated Funding(\$):	
*a. Federal	206,515 (year 3 of 3)
*b. Applicant	
*c. State	
*d. Local	
*e. Other	
*f. Program Income	9,405 (not included in total)
*g. TOTAL	206,515
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____.	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
*20. Is the Applicant Delinquent on Any Federal Debt? (If "Yes", provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach.	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
a. Authorized Representative	
Prefix: Dr.	*First Name: Geraldine
Middle Name:	
Last Name: Nagy	
Suffix:	
*Title: Director	
*Telephone Number: 512-854-7694	Fax Number:
*Email: Geraldine.Nagy@co.travis.tx.us	
*Signature of Authorized Representative: <i>Geraldine F. Nagy</i>	Date Signed: 1/25/2012

Additional Program/Project Congressional District

TX-010

BUDGET INFORMATION - Non- Construction Programs

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Travis County Adult Probation DWI Court	93.243	\$	\$	\$ 206,515	\$	\$ 206,515
2.		\$	\$	\$	\$	\$ 0.00
3.		\$	\$	\$	\$	\$ 0.00
4.		\$	\$	\$	\$	\$ 0.00
5. TOTALS		\$ 0.00	\$ 0.00	\$ 206,515	\$ 0.00	\$ 206,515
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					Total (5)
	(1) Travis County Adult Probation DWI Court Year 3	(2)	(3)	(4)		
a. Personnel	\$ 137,463	\$	\$	\$	\$	\$ 137,463
b. Fringe Benefits	\$ 46,628	\$	\$	\$	\$	\$ 46,628
c. Travel	\$ 14,188	\$	\$	\$	\$	\$ 14,188
d. Equipment	\$	\$	\$	\$	\$	\$
e. Supplies	\$ 200	\$	\$	\$	\$	\$ 200
f. Contractual	\$ 3,906	\$	\$	\$	\$	\$ 3,906
g. Construction	\$	\$	\$	\$	\$	\$
h. Other	\$	\$	\$	\$	\$	\$
i. Total Direct Charges (sum of 6a -6h)	\$ 202,385	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 202,385
j. Indirect Charges	\$ 4,130	\$	\$	\$	\$	\$ 4,130
k. TOTALS (sum of 6i and 6j)	\$ 206,515	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 206,515
7. Program Income (see remarks)	\$ 9,405	\$	\$	\$	\$	\$ 9,405

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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	\$	\$	\$	\$ 0.00
9.	\$	\$	\$	\$ 0.00
10.	\$	\$	\$	\$ 0.00
11.	\$	\$	\$	\$ 0.00
12. TOTALS (sum of lines 8 and 11)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 0.00	\$	\$	\$	\$
14. Non-Federal	\$ 0.00	\$	\$	\$	\$
15. TOTAL (sum of lines 13 and 14)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$	\$	\$	\$
17.	\$	\$	\$	\$
18.	\$	\$	\$	\$
19.	\$	\$	\$	\$
20. TOTALS (sum of lines 16 -19)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	22. Indirect Charges: Per the Regional HHS Cost Allocation office in Dallas, indirect rates are not negotiated for local/county governments. Travis County's indirect rate for Travis County Adult Probation exceeds the 2% allowable rate referenced in the SAMHSA grant instructions for grant oversight for local/county/or tribal governments. Therefore, we will only include the allowable 2% as the indirect rate for oversight of the SAMHSA grant.
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23. Remarks: Projected program income only reflects a portion of the total fees accessed. Participants have a two year probation term for DWI Court. As a result, all accessed fees are not paid during the first year of program participation (fiscal year). Program income is to be applied towards in-kind positions dedicated to the SAMHSA grant. The amount of program income collected is only sufficient to support a portion of the in-kind positions.

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ADULT PROBATION DEPARTMENT

of Travis County

Central Unit
411 W. 13th Street,
Suite 400
Austin, TX 78701
512-854-4600
512-854-4606 Fax

North Unit
10409 Burnet Rd
Austin, TX 78758
512-854-9775
512-854-4533 Fax

Mental Health Unit
4920 IH 35 North
Suite 110
Austin, TX 78751
512-854-1800
512-854-5285 Fax

South Unit
4011 McKinney Falls Pkwy
Suite 1300
Austin, TX 78744
512-854-CSCD (2723)
512-854-4612 Fax

SMART
3404 S FM 973
Del Valle, TX
78617
512-854-3150
512-247-5567 Fax



Mailing Address: PO Box 2245 Austin, Texas 78768-2245

www.co.travis.tx.us/AdultProbation

Voice Response System: 512-495-6563 or 1-800-451-3887

Dr. Geraldine Nagy, Director
Rosie Ramón-Durán, Assistant Director

January 25, 2012

RE: Grant # 5H79TI023060

Department of Health and Human Services
Substance Abuse and
Mental Health Services Administration
Division of Grants Management
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857

Dear Grants Management Officer:

Please allow this letter to serve as an attestation that the detailed budget and narrative justification for the current budget period will not change more than 25% in the total budget planned for next year.

Sincerely,

A handwritten signature in cursive script that reads "Geraldine F. Nagy".

Dr. Geraldine Nagy
Director

CHECKLIST

Grant # 5H79TI023060

Expiration Date: 08/31/2010

Public Burden Statement: Public reporting burden of this collection of information is estimated to average 4 - 50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for

reducing this burden to HHS Reports Clearance Officer, 200 Independence Ave., SW, Humphrey Bldg., Room 531H, Washington, DC, 20201, ATTN: PRA (0990-0317). Do not send the completed form to this address.

NOTE TO APPLICANT: This form must be completed and submitted with the original of your application. Be sure to complete each page of this form. Check the appropriate boxes and provide the information requested. This form should be attached as the last pages of the signed original of the application.

Type of Application: New Noncompeting Continuation Competing Continuation Supplemental

PART A: The following checklist is provided to assure that proper signatures, assurances, and certifications have been submitted.

- 1. Proper Signature and Date on the SF 424 (FACE PAGE) Included NOT Applicable
2. If your organization currently has on file with HHS the following assurances, please identify which have been filed by indicating the date of such filing on the line provided. (All four have been consolidated into a single form, HHS 690)
- Civil Rights Assurance (45 CFR 80) 3/10/2010
- Assurance Concerning the Handicapped (45 CFR 84) 3/10/2010
- Assurance Concerning Sex Discrimination (45 CFR 86) 3/10/2010
- Assurance Concerning Age Discrimination (45 CFR 90 and 45 CFR 91) 3/10/2010
3. Human Subjects Certification, when applicable (45 CFR 46)

PART B: This part is provided to assure that pertinent information has been addressed and included in the application.

- 1. Has a Public Health System Impact Statement for the proposed program/project been completed and distributed as required? YES NOT Applicable
2. Has the appropriate box been checked on the SF-424 (FACE PAGE) regarding intergovernmental review under E.O. 12372 ? (45 CFR Part 100)
3. Has the entire proposed project period been identified on the SF-424 (FACE PAGE)?
4. Have biographical sketch(es) with job description(s) been provided, when required?
5. Has the "Budget Information" page, SF-424A (Non-Construction Programs) or SF-424C (Construction Programs), been completed and included?
6. Has the 12 month narrative budget justification been provided?
7. Has the budget for the entire proposed project period with sufficient detail been provided?
8. For a Supplemental application, does the narrative budget justification address only the additional funds requested?
9. For Competing Continuation and Supplemental applications, has a progress report been included?

PART C: In the spaces provided below, please provide the requested information.

Business Official to be notified if an award is to be made.

Form for Business Official: Prefix: Dr, First Name: Geraldine, Middle Name: [blank], Last Name: Naov, Title: Director, Organization: Travis County Adult Probation, Street1: 411 W 13th Street Suite 600, City: Austin, State: TX, ZIP/Postal Code: 78701, Email Address: Geraldine.Naov@co.travis.tx.us, Telephone Number: 512-854-7694, Fax Number: 512-854-4600

Program Director/Project Director/Principal Investigator designated to direct the proposed project or program.

Form for Program Director: Prefix: [blank], First Name: Tila, Middle Name: [blank], Last Name: Oshatz, Title: Probation Division Director, Programs and Services, Organization: Travis County Adult Probation, Street1: 411 W 13th Street Suite 600, City: Austin, State: TX, ZIP/Postal Code: 78701, Email Address: Tila.Oshatz@co.travis.tx.us, Telephone Number: 512-854-7602, Fax Number: 512-854-4600

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PART D: A private, nonprofit organization must include evidence of its nonprofit status with the application. Any of the following is acceptable evidence. Check the appropriate box or complete the "Previously Filed" section, whichever is applicable.

- (a) A reference to the organization's listing in the Internal Revenue Service's (IRS) most recent list of tax-exempt organizations described in section 501(c)(3) of the IRS Code.
- (b) A copy of a currently valid Internal Revenue Service Tax exemption certificate.
- (c) A statement from a State taxing body, State Attorney General, or other appropriate State official certifying that the applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals.
- (d) A certified copy of the organization's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the organization.
- (e) Any of the above proof for a State or national parent organization, and a statement signed by the parent organization that the applicant organization is a local nonprofit affiliate.

If an applicant has evidence of current nonprofit status on file with an agency of HHS, it will not be necessary to file similar papers again, but the place and date of filing must be indicated.

Previously Filed with: (Agency)

on (Date)

INVENTIONS

If this is an application for continued support, include: (1) the report of inventions conceived or reduced to practice required by the terms and conditions of the grant; or (2) a list of inventions already reported, or (3) a negative certification.

EXECUTIVE ORDER 12372

Effective September 30, 1983, Executive Order 12372 (Intergovernmental Review of Federal Programs) directed OMB to abolish OMB Circular A-95 and establish a new process for consulting with State and local elected officials on proposed Federal financial assistance. The Department of Health and Human Services implemented the Executive Order through regulations at 45 CFR Part 100 (Inter-governmental Review of Department of Health and Human Services Programs and Activities). The objectives of the Executive Order are to (1) increase State flexibility to design a consultation process and select the programs it wishes to review, (2) increase the ability of State and local elected officials to influence Federal decisions and (3) compel Federal officials to be responsive to State concerns, or explain the reasons.

The regulations at 45 CFR Part 100 were published in the *Federal Register* on June 24, 1983, along with a notice identifying the

Department's programs that are subject to the provisions of Executive Order 12372. Information regarding HHS programs subject to Executive Order 12372 is also available from the appropriate awarding office.

States participating in this program establish State Single Points of Contact (SPOCs) to coordinate and manage the review and comment on proposed Federal financial assistance. Applicants should contact the Governor's office for information regarding the SPOC, programs selected for review, and the consultation (review) process designed by their State.

Applicants are to certify on the face page of the SF-424 (attached) whether the request is for a program covered under Executive Order 12372 and, where appropriate, whether the State has been given an opportunity to comment.

BY SIGNING THE FACE PAGE OF THIS APPLICATION, THE APPLICANT ORGANIZATION CERTIFIES THAT THE STATEMENTS IN THIS APPLICATION ARE TRUE, COMPLETE, AND ACCURATE TO THE BEST OF THE SIGNER'S KNOWLEDGE, AND THE ORGANIZATION ACCEPTS THE OBLIGATION TO COMPLY WITH U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES' TERMS AND CONDITIONS IF AN AWARD IS MADE AS A RESULT OF THE APPLICATION. THE SIGNER IS ALSO AWARE THAT ANY FALSE, FICTITIOUS, OR FRAUDULENT STATEMENTS OR CLAIMS MAY SUBJECT THE SIGNER TO CRIMINAL, CIVIL, OR ADMINISTRATIVE PENALTIES.

THE FOLLOWING ASSURANCES/CERTIFICATIONS ARE MADE AND VERIFIED BY THE SIGNATURE OF THE OFFICIAL SIGNING FOR THE APPLICANT ORGANIZATION ON THE FACE PAGE OF THE APPLICATION:

Civil Rights – Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, and all the requirements imposed by or pursuant to the HHS regulation (45 CFR part 80).

Handicapped Individuals – Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 84).

Sex Discrimination – Title IX of the Educational Amendments of 1972 (P.L. 92-318), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 86).

Age Discrimination – The Age Discrimination Act of 1975 (P.L. 94-135), as amended, and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 91).

Debarment and Suspension – Title 2 CFR part 376.

Certification Regarding Drug-Free Workplace Requirements – Title 45 CFR part 82.

Certification Regarding Lobbying – Title 32, United States Code, Section 1352 and all requirements imposed by or pursuant to the HHS regulation (45 CFR part 93).

Environmental Tobacco Smoke – Public Law 103-227.

Program Fraud Civil Remedies Act (PFCRA)

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Project/Performance Site Location(s)

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Project/Performance Site Primary Location

Organization Name:	Travis County Adult Probation		
DUNS Number:	008498300		
* Street1:	411 W. 13th Street		
Street2:	Suite 600		
* City:	Austin	County:	Travis
* State:	Texas		
Province:			
* Country:	USA		
* ZIP / Postal Code:	78701-1838	* Project/Performance Site Congressional District:	TX-021

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Project/Performance Site Location 1

Organization Name:	Travis County Adult Probation		
DUNS Number:	008498300		
* Street1:	10409 Burnet Rd		
Street2:			
* City:	Austin	County:	Travis
* State:	Texas		
Province:			
* Country:	USA		
* ZIP / Postal Code:	78758-4410	* Project/Performance Site Congressional District:	TX-010

See next page for instructions.

Project/Performance Site Location(s)

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Project/Performance Site Location 2

Organization Name:	Travis County Adult Probation		
DUNS Number:	008498300		
* Street1:	509 W. 11th Street-County Court at Law #7		
Street2:			
* City:	Austin	County:	Travis
* State:	Texas		
Province:			
* Country:	USA		
* ZIP / Postal Code:	78701-2103	* Project/Performance Site Congressional District:	TX-021

I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Project/Performance Site Location 3

Organization Name:			
DUNS Number:			
* Street1:			
Street2:			
* City:		County:	
* State:			
Province:			
* Country:			
* ZIP / Postal Code:		* Project/Performance Site Congressional District:	

See next page for instructions.

Project Narrative – Grant #5H79TI023060

Key Personnel- Project Director: Lila Oshatz, LMSW-AP, M.Ed. (30%);
Evaluator: Dr. Carsten Andresen (20%); Clinical Supervisor: Jeff Nelson, LCDC (50%)

Overview of Service Delivery: The target population for the Travis County Adult Probation DWI Court (hereinafter referred to as TCAP-DC) consists of males and females ages 18 and older with repeat DWI offenses. The use of Evidence Based Practices (EBP) is paramount for service delivery. Services are delivered at the Travis County Adult Probation Department's Counseling Center. The TCAP-DC at the Counseling Center provides 13 weeks of Intensive Outpatient group and individual sessions, and a total of 39 weeks of continuing care/aftercare (26 weeks of intensive and 13 weeks of supportive). A Relapse track is also available for participants who have difficulty maintaining sobriety. Relapse can be addressed through a specialized Intensive Outpatient curriculum at the Counseling Center or through a five month intensive residential treatment intervention at the Department's Substance Abuse Treatment Facility, SMART. The treatment approach currently used is the EBP New Freedom curriculum. Additionally, year two (FY2012) operations will include the expansion of the target population to include felony-reduced cases as legislation in 2011 for the TCAP-DC Judge to hear felony cases did not materialize.

FY 2013 will include the following modifications:

1. At this time, the only modifications being considered are the feasibility of gender-specific groups which will be determined by placement patterns and the inclusion of trauma-informed care principles in service delivery. These modifications could impact length of treatment phases. A technical assistance request for on-site trauma-informed care training is currently pending. Otherwise, it is the intent of the TCAP-DC to maintain FY 12 service delivery protocols.

Program Goals and Objectives for FY 2013 (Year 3):

The specific program goals of the TCAP-DC will not be modified and will remain as follows:

- 1) Provide participants with timely substance abuse treatment to address identified substance abuse needs and other criminogenic need areas.
- 2) Provide participants with timely judicial oversight to support and confront behavioral change through a well-defined strategy of sanctions and incentives.
- 3) Provide participants with timely drug/alcohol testing to insure abstinence.
- 4) Provide participants with case management services and monitor their conditions by the probation officer.

Since the SAMHSA request focuses on the treatment component, the continuation grant application focuses solely on the treatment-related program goals identified previously (goals one and three). These goals are in alignment with the SAMSHA "Recovery" definition as the TCAP-DC supports the "process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential".

Goal One: For year three, the project will serve approximately 100 clients. This is a combination of 50 residual clients from year two and **50 new unduplicated clients entering in year 3**. The first objective for program goal one is to have approximately 65 clients receive primary treatment in the TCAP-DC during year 3. This is a combination of the 50 new clients entering in

year 3 and 15 clients who began primary treatment in year 2 but have not yet completed. The second objective for program goal one is to have approximately 80 clients in the continuing care phase (intensive and supportive) of the substance abuse treatment program. This is a combination of the 30 of the new clients entering continuing care in year 3 and 50 clients who began continuing care treatment in year 2 but have not yet completed. There will be residual clients at the beginning of each fiscal year, as clients may not complete each treatment phase in the same fiscal year that they began treatment as an open treatment group service delivery model is used rather than a closed treatment group model. The 12 month step down treatment intervention model will continue to be used. Achievement of program goal one, provision of substance abuse treatment will provide clients with the necessary tools or catalyst to manage their substance dependence and related criminogenic behaviors. Public safety will be enhanced if clients are able to successfully complete treatment/aftercare and maintain a wellness lifestyle which includes sobriety.

Goal Three: The objective for program goal three is to provide all Year 3 clients, new and residual, with regular random drug/alcohol testing or breathalyzer testing. This will be accomplished by following the Probation Department's Random Drug Testing protocol at the Department's drug testing lab(s) or will be administered by the Probation Officer. In addition, clients are required by state law to install an Ignition Interlock device on their vehicle at their own expense. SCRAM, a continuous alcohol monitoring device, is also utilized as a sanction, when needed, at the client's expense, if not indigent. Achievement of program goal three, provision of drug/alcohol testing, will monitor any drug/alcohol use among clients and guide the TCAP-DC team members in imposing sanctions to assist clients in responding to an initial relapse and preventing a full relapse.

Projected Time Line in included on Page 5

Progress on Approved Objectives and Evaluation:

Number served: Since the official start date of 9/30/10, TCAP-DC has screened and admitted 46 clients as of 12/31/11. The first client entered on 11/9/10. All data referenced below is during the period of 11/9/10-12/31/11. This represents 46 clients. During the Intensive Outpatient Treatment Phase of the program, clients participated in a total of 169 group sessions and 234 individual sessions. During the aftercare phase, clients participated in a total of 126 group sessions and 170 individual sessions. For the clients who participated in the Relapse Track, they received an additional 54 individual sessions and extended participation in IOP groups. As of 12/31/11, of the 46 participants in the 12 month program, there have been 5 discharges. Successful: 2 (4 more will graduate January 31, 2012); Unsuccessful: 3 [Jail sentence- 1; Medical- 1 (Cancer treatment); Administrative- 1 (Allowed to move out of state to attend law school, however, still on probation)]. The TCAP-DC anticipates being able to meet the target goal of serving 50 people during year three operations (9/30/12-9/29/13).

Demographics of TCAP-DC population: As of 12/31/11, there are 46 misdemeanor TCAP-DC probationers who are under supervision for a second DWI offense. At placement into TCAP-DC, 65% of clients (30) were between the ages of 18 – 30 years old, with the majority of that category being between 26-30 years old. At placement, 35% (16) were between the ages of 31 – 50 years old. The race-ethnicity of the group is diverse, reflecting 3 (7%) Asian, 28 (61%) Caucasian, 14 (30%) Hispanic, and 1 (2%) African-American. This is consistent with Texas

Department of Transportation Travis County DUI ethnicity data. There were 20 (43%) female and 26 (57%) male clients. The educational background of the clients suggests few educational deficits, with only 2 (4%) people entering the program without a high school diploma/GED. Of the participants, 16 (35%) possess a high school diploma/GED, 20 (44%) have some college, and 8 (17%) possess a college degree or higher. The majority of the group also has some degree of employment, with 30 (65%) participants employed full time, 8 (17%) employed part time, and 8 (17%) unemployed with one of the 8 falling into the retired/student/disabled category. The majority, 34 (74%), have medium or high risk scores. Finally, per the GPRA, 18 of the 46 clients were identified as having co-occurring disorders.

Abstinence and Treatment compliance: As of 12/31/11, 100% of participants were drug tested and 67% were in compliance with abstinence measures. There were 26 documented relapses among 15 participants (33%) with some participants relapsing more than once. TCAP-DC determined relapse in the following manner: Positive Urinalysis testing – 10, Court ordered Ignition Interlock Device – 8, SCRAM (Continuous Alcohol Monitoring ankle bracelet) – 1, Breathalyzer – 2 and self report – 5. Various types of sanctions were given to clients from 11/9/10 – 12/31/11 including: extra court appearances, increased number of Ignition Interlock Device breath tests, verbal reprimands, Community Service Restitution (CSR), essays, extra individual sessions, increased UA testing, increased participation in recovery support services, screening for residential treatment program, and jail time. The following provides a snapshot of the number of times several of these sanctions were ordered: Increased UA testing- 12; SCRAM (ankle bracelet providing continuous alcohol monitoring)- 28; CSR- 28; and Jail time- 7. The Judge used verbal praise as incentives with the participants. Special Medallions were provided to all graduates, early discharge from weekly docket settings, movie gift card (follow-up GPRA incentive), success gift bags and food treats.

Key Program Accomplishments:

1. None of the SAMSHA participants have re-offended with a subsequent DWI since entering the program, despite relapses.
2. Team participation and collaboration from integral county departments to support the TCAP-DC has been productive and consistent.
3. Client treatment engagement is consistent and the no-show rate of less than 1% for treatment sessions and is well-below the 10% no-show rate for other Intensive Outpatient programming at the Department's Counseling Center Intensive Outpatient Program.
4. Continued use of a procedural Agreement within the Department to facilitate client access to the Department's operated Residential treatment facility for chronic relapse TCAP-DC cases, when needed.
5. Adherence to all intake GPRA data entry timelines upon initial admission to the Program has been accomplished.
6. Data tracking was completed by the support staff position until October 31, 2011. Data tracking has now returned to counseling supervisor. The formalized data collection processes based on Research Manager's protocol is still followed.
7. Revision of Policy and Procedure Manual to expand sanctions/incentives options for TCAP-DC has been completed.
8. Participant Handbook has been developed to serve as a resource for all TCAP-DWI Court clients.

9. Development of the process to track/document initial referrals to TCAP-DC as well as how best to designate screening/referrals from program contacts into a data base has been accomplished via an agreement with the prosecutor's office.
10. Attendance at two SAMSHA sponsored trainings, Gender Specific Treatment – Females and Trauma-informed Care occurred. These were excellent trainings and will enable further staff development and responsive service delivery.

Barriers to Program Accomplishments and Proposed Actions

1. Slower than anticipated development of SAMSHA FY 2012 caseload has been the result of winter holidays which included fewer than normal scheduled dockets and lack of pleadings.

Proposed Resolution: Continue with expansion of potential pool of participants to include Felony-reduced cases and DWI 1st probated cases who receive a subsequent offense while already on probation. Agreement has been reached with prosecution and courts to facilitate this goal. Training for prosecution staff and defense attorneys will occur in February-March 2012 with pleadings being accepted in April 2012. Probation re-assessment procedures have been revised to include referral of DWI 1st probated cases who receive a subsequent DWI to TCAP-DC for staffing.

2. Defense Attorneys have not consistently ensured that projected participants appear at assessments and/or pleadings and enter a plea to begin TCAP-DC. The TCAP-DC team has been working diligently to reinforce with local defense attorneys the importance of assessment appearance and docket appearance.

Proposed Resolution: A designated Training was provided to defense attorneys that stressed the importance of assessment and treatment matching. Additional education efforts with the local defense bar will be provided to clarify that commitment of client participation to TCAP-DC requires consistent assessment/docket appearance.

3. Follow-up GPRA completion was not 100% as one participant could not complete the follow-up despite use of post-treatment incentives. Notification to participants regarding follow-up incentives was only shared post treatment.

Proposed Resolution: Inform all participants at intake that incentives for follow-up GPRA will be available to secure follow-up data.

Anticipated Milestones for FY 2013

1. Increased client intakes to ensure robust service delivery.
2. Ability to tailor treatment curricula to identified client needs for each of the three phases of service delivery, Intensive Outpatient, Intensive Continuing Care and Supportive Aftercare.
3. With inclusion of Felony-reduced cases, TCAP-DC will provide an additional sanctioning option to the judiciary.
4. Enhancing TCAP-DC team composition to include a felony prosecutor as well as current misdemeanor prosecutor.
5. With gender specific groups and/or trauma informed care protocols, modification of treatment phases to expand Phase I – Primary treatment from 3 months to 4 months, Intensive Aftercare would remain at 6 months with reduction in Supportive Aftercare from 3 months to 2 months.

Key staff changes: The following modifications were approved in Year 2 through the end of project period (close of year 3). Modifications are as follows for **funded positions:** the Counseling Center Senior Counselor (Clinical Supervisor) increased from 35% to 50% FTE, Project Director moved from in-kind category to funded position at 30% FTE and Office Specialist position was deleted as not needed. These changes were made to improve program efficiency and effectiveness.

Projected Time Line

Grant Timeline		
Dates	Activity	Responsible Party
4/1/12	Grant submissions for DWI Court funding	Project Director
4/30/2012	Felony-reduced cases accepted for pleadings	Judge
6/1/2012	Begin trauma-informed care training for staff	Project Director
6/1/2012	Research curriculum re-design for gender specific groups	Clinical Supervisor
7/1/2012	Modify phase length to meet participant needs	Clinical Supervisor
9/30/2012	SAMHSA year three funding begins	NA
9/30/2012	Existing program operations continue	NA
10/1/12	Continue grant submissions for DWI Court funding	Project Director
9/30/2012	GPRa data collection continues	Research Manager
10/4/2012	Commissioners Court accepts continuation funding	NA
10/4/2012	Ad Hoc Steering Committee Meeting	Project Director
10/4/2012	Begin implementation of trauma-informed care protocols	Clinical Supervisor
10/4/2012	If feasible, implementation of gender specific group	Project Director
11/30/12	Begin Process Evaluation of TCAP-DC client participation*	Research Manager
12/2012	FY 2012 program data report	Research Manager
1/2013	Quarterly Review of GPRa data collection	Research Manager
1/2013	Ad Hoc Steering Committee Meeting	Project Director
4/2013	Quarterly Review of GPRa data collection	Research Manager
4/2013	Ad Hoc Steering Committee Meeting	Project Director
7/15/13	Secure continuation funding	Project Director
7/2013	Quarterly Review of GPRa data collection	Research Manager
7/2013	Ad Hoc Steering Committee Meeting	Project Director
9/30/2013	SAMHSA No-cost extension, if applicable	Project Director
10/2/2013	Commissioner's Court funding acceptance	NA
12/2013	FY 2013 program data report	Research Manager
1/2014	Quarterly Review of GPRa data collection	Research Manager
1/2014	Ad Hoc Steering Committee Meeting	Project Director
4/2014	Quarterly Review of GPRa data collection	Research Manager
4/2014	Ad Hoc Steering Committee Meeting	Project Director
7/2014	Ad Hoc Steering Committee Meeting	Project Director

*Process evaluation focuses on the first 12-16 months of the TCAP-DC.



DESIGNATION OF CENTRAL EMAIL ADDRESS FOR
SAMHSA NOTICE OF AWARD (NoA)

The Notice of Award can now be sent electronically to grantees. If you have not done so already, please remember to submit this form as an attachment with your application to enable this feature. If you have already completed this designation of central email address form, and there are no changes, do not resubmit this form. If there are changes please complete the following categories below.

Dear Grants Management Specialist Helen Zhou

(Name)

1. SAMHSA Grant No.: 5H79TI023060
2. Name of Grantee Organization: Travis County Adult Probation
3. Grantee Mailing Address: P.O. Box 2245
4. City Austin State Texas Zip 78768
5. HHS 12 Digit EIN on NoA: 1450588607A1
6. Central E-mail Address: Lila.Oshatz@co.travis.tx.us
7. Authorized Representative Telephone No.: (512) 854-7694

Please remember the email address you provide should be valid for the life of the grant. Only one email address can be assigned to an organization.

Authorized Representative*

Date 1-25-12

*Authorized Representative is the individual who signed Section 21. A. - Application for Federal Assistance (face page) SF-424.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Emergency Medical Services / STAR Flight (5910)
Contact Person/Title:	Casey Ping, Program Director
Phone Number:	(512) 854-6460

Grant Title:	Capital Area Trauma Regional Advisory Council (CATRAC)		
Grant Period:	From: 5/1/2011	To: 8/31/2012	
Grantor:	CATRAC pass-thru Department of State Health Services (DSHS)		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	One-Time Award: <input checked="" type="checkbox"/>	Ongoing Award: <input type="checkbox"/>	
Type of Payment:	Advance: <input checked="" type="checkbox"/>	Reimbursement: <input type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	<i>County Match</i>	In-Kind	TOTAL
Personnel:	0	0	0	0	0	0
Operating:	5,888	0	0	0	0	5,888
Capital Equipment:	0	0	0	0	0	0
Indirect Costs:	0	0	0	0	0	0
Total:	5,888	0	0	0	0	5,888
FTEs:	0.00	0.00	0.00	0.00	0.00	0.00

Auditor's Office Review: <input checked="" type="checkbox"/>	Staff Initials: _____
Auditor's Office Comments: _____	
County Attorney's Office Contract Review: <input checked="" type="checkbox"/>	Staff Initials: <u>JC</u>

Performance Measures	Projected FY 09 Measure	Progress To Date:				Projected FY 10 Measure
		12/31/08	3/31/09	6/31/09	9/30/09	
Applicable Depart. Measures						
N/A						
Measures For Grant						
Outcome Impact Description						
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

PBO concurs with acceptance of this grant contract award.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

The requested funding was received by STAR Flight as pass-thru funding from the State of Texas. The 1311/911/3588 funds are collected by the State, then redistributed to the EMS agencies through the Regional Advisory Councils. The redistribution of the funds are in order for the agencies to enhance their existing emergency service programs.

With the acceptance of this funding, STAR Flight will not be creating any new programs, but would like to purchase additional personnel safety equipment and training for employees.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

N/A

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

There is no county match required.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

N/A

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

N/A

6. If this is a new program, please provide information why the County should expand into this area.

N/A

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

With the acceptance of this funding, STAR Flight would request the purchase of additional personnel safety equipment and provide training for employees.




Travis County
STAR Flight



7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

Dispatch 1-800-531-STAR
Administration (512) 854-6464
Fax (512) 854-6466

To: Travis County Commissioners Court
Through: Danny Hobby, County Executive, Emergency Services 
From: Casey Ping, Program Director, **STAR Flight**
Date: January 18, 2012
Subject: EMS-County Assistance to **STAR Flight** Program

Each year Department of State Health Services (DSHS) distributes 113/911/3588 funds to Regional Advisory Councils (RAC's) under a program called "EMS-County Assistance". The RAC's further distribute to EMS agencies providing 9-1-1 services in a specific County. There are 22 RAC's in the State of Texas. Our local RAC is the Capital Area Trauma RAC (CATRAC). Each RAC develops it's method of calculating disbursement to the 9-1-1 service providers in each County. This is the second year **STAR Flight** has received this disbursement. I have included a copy of the Trauma System Fund Disbursement Plan for your review.

Travis County **STAR Flight** is eligible for \$5,888.30 of the Travis County amount. Up until last year, **STAR Flight's** portion has historically been included in the disbursement funds to the City of Austin as part of the Austin-Travis County EMS Department. Now that **STAR Flight** is separate, we receive the **STAR Flight** portion directly.

The disbursement amount can be used for operational purposes and does not require matching funds. **STAR Flight** management request the funding come back into the **STAR Flight** budget for the purchase of additional personnel safety equipment and provide further training for employees.

We recommend the Commissioners Court accept this disbursement of \$5,888.30 for the **STAR Flight** Program.

Please let me know if I can provide additional information or assistance in this matter.



**Capital Area Trauma Regional
Advisory Council
TSA-O**

**Emergency Medical Services
1131/911/3588 Trauma System Fund
Disbursement Plan**

Purpose: To provide an equitable division of 1131/911/3588 Trauma System Funds, in the CATRAC eleven counties with multiple Emergency Medical Services transporting agencies.

Guidelines for EMS Trauma Fund Disbursement Calculations:

Each CATRAC Executive Board County Representative will coordinate the allocation of their county's 1131/911/3588 Trauma System funding. The grant funds will only be awarded to those EMS transporting providers who meet eligibility requirements as defined by the CATRAC Bylaws and DSHS grant funding guidance. The award amount to each provider will be based on one of the two formulas listed below.

Formula #1

Bastrop, Blanco, Burnet, Caldwell, Fayette, Lee, Llano, San Saba, Travis and Williamson counties will calculate funding using the following methodology.

- a. 33.333% of said County's share will be divided based upon the **percent of emergency call volume** each EMS Provider provides in said County; using the previous full year's call data.
- b. 33.333% of said County's funds will be divided based upon the **percent of acreage** that each EMS Provider serves in its County.
- c. 33.333% of said County's funds will be divided based upon the **percent of population** that each EMS Provider serves in their County.

Example:

County XYZ's share of the funding is \$5,445.00, and it has two (2) eligible EMS Providers. Using the CATRAC EMS Trauma System Fund Distribution Plan, the funds would be distributed as follows:

Percent of Emergency Call Volume

- i. $\$5,445.00 \times 33.333\% =$ \$ 1,814.98
 - $\$ 1,814.98 \times 40\%$ for EMS "A" = \$ 725.99
 - $\$ 1,814.98 \times 60\%$ for EMS "B" = \$1,088.99

Percent of Acreage

II. $\$5,445.00 \times 33.333\% = \$1,814.98$
 $\$1,814.98 \times 60\% \text{ for EMS "A"} = \$1,088.99$
 $\$1,814.98 \times 40\% \text{ for EMS "B"} = \725.99

Percent of Population Served

III. $\$5,445.00 \times 33.333\% = \$1,814.98$
 $\$1,814.98 \times 35\% \text{ for EMS "A"} = \635.24
 $\$1,814.98 \times 65\% \text{ for EMS "B"} = \$1,179.74$

In County XYZ, the two (2) eligible EMS Providers would receive the following portion of the said County's funds:

EMS "A"	\$ 725.98 (Emerg. Call Volume)	EMS "B"	\$1,088.99 (Emerg. Call Volume)
	\$1,088.99 (Acreage)		\$ 725.99 (Acreage)
	<u>\$ 635.24 (Population)</u>		<u>\$1,179.74 (Population)</u>
Total	\$2,450.21	Total	\$2,994.72

Formula #2

Hays County will disburse their county's funding allocation as follows: 2/3 to San Marcos-Hays County EMS and 1/3 to Wimberley EMS.

Procedures to Award Funds:

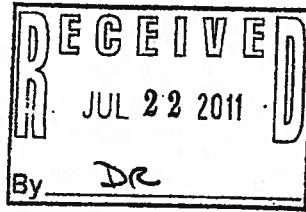
1. The CATRAC Executive Board County Representative will provide to the CATRAC Executive Director a worksheet showing the calculations and disbursement amounts for each eligible EMS transporting provider in their county. The County Representative will notify each eligible provider of their disbursement amount and calculations used to determine the allocation. Any disagreement as to how the funds are distributed will be presented in writing to the CATRAC Executive Director and Executive Board.
2. The Executive Director will report the funding allocations to the CATRAC Executive Board and the eligible EMS providers after disbursements have been calculated.
3. Checks for allocated funds will be written by CATRAC directly to the eligible EMS transporting providers.
4. Awardees from the eleven counties must provide the CATRAC Executive Director with a detailed expenditure report, including the standard DSHS reporting form, copies of invoices and copies of cleared checks that paid for said expenditures by the due date stated on the report form. A summary of expenditures will be compiled and presented to the CATRAC Executive Board at the close of the grant period.

Approved 7/22/2002
Revised 7/14/2011



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER



P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

July 19, 2011

Dear Contractor:

Enclosed is an approved copy of your Department of State Health Services (DSHS) contract. Please file it with the office of record for your agency.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at <http://www.dshs.state.tx.us>.

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, please contact Tu-Anh Perez at 512-776-2182 via email at tuanh.perez@dshs.state.tx.us.

Sincerely,

A handwritten signature in cursive script that reads "Bob Burnette".

Bob Burnette, Director
Client Services Contracting Unit

Enclosures

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2011-038277 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and CAPITAL AREA TRAUMA RAC (Contractor), a Non Profit Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$121,419.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 05/01/2011 and ends on 08/31/2012. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

- a. Core Contract (this document)
- b. Program Attachments:

2011-038277-001 EMS - COUNTY ASSISTANCE

- c. General Provisions (Sub-recipient)
- d. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the

General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: CAPITAL AREA TRAUMA RAC
Address: STE 200 4100 ED BLUESTEIN BLVD
AUSTIN, TX 78721-2300
Vendor Identification Number: 17427478064000

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

CAPITAL AREA TRAUMA RAC

By: Bob Burnette
Signature of Authorized Official

By: Dave Reimer
Signature

7/19/11
Date

July 13, 2011
Date

Bob Burnette, C.P.M., CTPM

DAVE REIMER - EXECUTIVE DIRECTOR
Printed Name and Title

Director, Client Services Contracting Unit

4100 ED BLUESTEIN BLVD. Suite 200
Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

AUSTIN TEXAS 78721
City, State, Zip

(512) 458-7470

512 926-6184
Telephone Number

Bob.Burnette@dshs.state.tx.us

executivedirector@catrac.org
E-mail Address for Official Correspondence

CONTRACT NO. 2011-038277-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000374463

CONTRACTOR: CAPITAL AREA TRAUMA RAC

DSHS PROGRAM: EMS - COUNTY ASSISTANCE

TERM: 05/01/2011 THRU: 08/31/2012

SECTION I. STATEMENT OF WORK:

Department of State Health Services (DSHS) will provide funding from the Emergency Medical Services (EMS) Trauma Care System Account and Emergency Medical Services, Trauma Facilities, and Trauma Care Systems Fund established by Health and Safety Code §773.122 and from the Designated Trauma Facility and Emergency Medical Services account established by Health and Safety Code §780.003, to assist Contractor in the enhancement and delivery of patient care in the EMS and trauma care system. Contractor shall administer the distribution of these funds to eligible EMS providers to provide coordination with the appropriate Trauma Service Area (TSA).

The funds in this Program Attachment are to be used by eligible EMS providers for the following:

- Supplies;
- Operational expenses;
- Education and training;
- Equipment;
- Vehicles; and/or
- Communications systems.

For the purposes of this Program Attachment, buildings, land, food, or investments (stocks, bonds, mutual funds, etc.) are NOT ALLOWABLE COSTS.

The contractor can utilize funds from the EMS/RAC and EMS/TOB-RAC program attachment to administer this program attachment.

The EMS providers located in the Contractor's county (ies) which are eligible to receive funding are specified in Exhibit A, which is attached hereto and made a part hereof.

Contractor shall comply with the distribution proposal approved by DSHS. Distribution proposal may not be revised without prior approval by DSHS.

Contractor shall return all funds not expended to DSHS no later than thirty (30) days after the end of this contract term.

DSHS will utilize current revenues available for the disbursement of these funds to Contractor.

DSHS shall inform Contractor in writing of any changes to applicable federal and state laws, rules, regulations, standard or guideline except that Contractor shall inform DSHS in writing if it shall not continue performance under the Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in the Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Contractor shall:

- Comply with all applicable laws and regulations established at federal and state levels as these regulations now appear or may be amended during the period of this Program Attachment. Standards and guidelines referenced are those in effect on the beginning date of this Program Attachment and include:
 - Health and Safety Code, §780.003-§780.006;
 - Chapter 773 of the Health and Safety Code; and,
 - Title 25 Texas Administrative Code, Chapter 157.123, 157.130 and 157.131

SECTION III. SOLICITATION DOCUMENT: Exempt by Statute - Health and Safety Code Sec. 773.122 and Health and Safety Code Sec. 780.004.

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Lump Sum Payment

SECTION VI. BILLING INSTRUCTIONS: N/A

SECTION VII. BUDGET:

SOURCE OF FUNDS: State

DSHS will make a lump sum payment. DSHS will utilize current revenues available for the disbursement of these funds to Contractor.

Total payments will not exceed \$121,419.00.

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting Article, Reporting Section** is replaced with the following:

Contractor shall submit a report to DSHS Program, no later than **September 15, 2011**, that contains the following:

- A spreadsheet which outlines the specific amount of funding each EMS provider listed on Exhibit A will receive. This amount should be based on the contractor's previously submitted distribution plan.

Contractor shall submit reports to DSHS, no later than **September 14, 2012**, that contains the following:

- Name of each EMS provider who received funding; and
- An itemized list of expenditures for each provider with proof of payment for **May 1, 2011 through August 31, 2012** (examples of proof of payment include copies of receipts showing paid in full, cancelled checks, invoices with \$0 balance, or handwritten receipt must be noted as to how it was paid).

Reports shall be submitted to the following address:

Department of State Health Services, MC1876
Office of EMS and Trauma Systems Coordination
Attn: Contract Manager
P. O. Box 149347
Austin, Texas 78714-9347

General Provisions, **Services Article, Education to Persons in Residential Facilities, Consent to Medical Care of a Minor and Telemedicine Medical Services Sections** are not applicable to this Program Attachment.

General Provisions, **Payment Methods and Restrictions Article, Payment Methods Section** is replaced with the following:

DSHS will submit a lump sum payment as specified in **SECTION VIII. BUDGET** to Contractor no later than thirty (30) days after the contract is fully executed by both parties.

General Provisions, **Payment Methods and Restrictions Article, Billing Submission, Final Billing Submission, Working Capital Advance and Financial Status Reports (FSRs) Sections** are not applicable to this Program Attachment.

General Provisions, **Confidentiality Article, Exchange of Client-Identifying Information, Security of Patient or Client Records, and HIV/AIDS Model Workplace Guidelines Sections** are

not applicable to this Program Attachment.

General Provisions, **Notice Requirements Article, Child Abuse Reporting Requirement** Section is not applicable to this Program Attachment.

General Provisions, General Business Operations of Contractor Article, Insurance, Fidelity Bond, Cost Allocation Plan, Reporting for Unit Rate and Fee for Service Contracts, Historically Underutilized Businesses (HUBs), Contracts with Subrecipient Subcontractors, Status of Subcontractors, Incorporation of Terms, Equipment (Including Controlled Assets) Purchases, Supplies, Changes to Equipment List, Property Inventory and Protection of Assets, Bankruptcy, Title to Property, Disposition of Property, Closeout of Equipment, and Assets as Collateral Prohibited Sections are not applicable to this Program Attachment.

For a period of not less than one year nor more than three years, as determined by DSHS, DSHS may refrain from disbursing funds under Health and Safety Code, §773.122 and §780.003-§780.006 to a Regional Advisory Council (RAC) if DSHS determines the RAC used funds in violation of that section.

Exhibit A
 EMS Trauma Care System Account
 FY 2011 Eligible EMS Providers
 Capital Area Trauma RAC

Blanco	\$6,714.00	
North Blanco County EMS	PO Box 557	Johnson City

Burnet	\$11,802.00	
Burnet Fire Department	127 E Jackson	Burnet
Marble Falls Area EMS, Inc.	PO Box 296	Marble Falls
Spicewood VFD EMS	PO Box 2	Spicewood

Caldwell	\$6,753.00	
City of Lockhart EMS	214 Bufkin Ln	Lockhart
Luling Emergency Medical Services	130 Hays St	Luling
San Marcos-Hays County EMS, Inc.	PO Box 641	San Marcos

Fayette	\$9,880.00	
Fayette County EMS	750 E Camp St	La Grange

Hays	\$9,140.00	
San Marcos-Hays County EMS, Inc.	PO Box 641	San Marcos
Wimberley EMS	PO Box 33	Wimberley

Lee	\$6,474.00	
B&M Ambulance Service, Inc.	PO Box 158	Giddings
Lexington Volunteer EMS	PO Box 56	Lexington

Llano	\$9,159.00	
Llano County EMS	200 W Ollie	Llano
Marble Falls Area EMS, Inc.	PO Box 296	Marble Falls

San Saba	\$10,427.00	
San Saba County EMS	607 E Commerce St	San Saba

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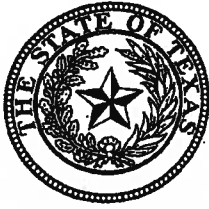
Travis**\$32,118.00**

American Medical Response of Texas, Inc.	3601 Bluestein Dr	Austin
Austin/Travis County EMS, City of	PO Box 1088	Austin
Travis County Starflight	7800 Old Manor Rd	Austin

Williamson**\$18,952.00**

Austin/Travis County EMS, City of	PO Box 1088	Austin
Thorndale Volunteer EMS	PO Box 308	Thorndale
Travis County Starflight	7800 Old Manor Rd	Austin
Williamson County EMS	PO Box 873	Georgetown

Total Dollar Amount: \$121,419.00



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an 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, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) 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, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification 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 subrecipients shall certify and disclose accordingly.

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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Dave Reimer
Signature

July 13, 2011
Date

DAVE REIMER - Executive Director
Print Name of Authorized Individual

2011-038277
Application or Contract Number

CAPITAL AREA TRAUMA RAC
Organization Name

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(Core/Subrecipient)**

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ARTICLE I COMPLIANCE AND REPORTING

Section 1.01 Compliance with Statutes and Rules. Contractor shall comply, and shall require its subcontractor(s) to comply, with the requirements of the Department's rules of general applicability and other applicable state and federal statutes, regulations, rules, and executive orders, as such statutes, regulations, rules, and executive orders currently exist and as they may be lawfully amended. The Department rules are located in the Texas Administrative Code, Title 25 (Rules). To the extent this Contract imposes a higher standard, or additional requirements beyond those required by applicable statutes, regulations, rules or executive orders, the terms of this Contract will control. Contractor further agrees that, upon notification from DSHS, Contractor shall comply with the terms of any contract provisions DSHS is required to include in its contracts under legislation effective at the time of the effective date of this Contract or during the term of this Contract.

Section 1.02 Compliance with Requirements of Solicitation Document. Except as specified in these General Provisions or the Program Attachment(s), Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document, if any, (including any revised or additional terms agreed to in writing by Contractor and DSHS prior to execution of this Contract) for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in Contractor's response to the Solicitation Document constitutes a breach of this Contract.

Section 1.03 Reporting. Contractor shall submit reports in accordance with the reporting requirements established by the Department and shall provide any other information requested by the Department in the format required by DSHS. Failure to submit a required report or additional requested information by the due date specified in the Program Attachment(s) or upon request constitutes a breach of contract, may result in delayed payment and/or the imposition of sanctions and remedies, and, if appropriate, emergency action; and may adversely affect evaluation of Contractor's future contracting opportunities with the Department.

Section 1.04 Client Financial Eligibility. Where applicable, Contractor shall use financial eligibility criteria, financial assessment procedures and standards developed by the Department to determine client eligibility.

Section 1.05 Applicable Contracts Law and Venue for Disputes. Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, this Contract will be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit will be Travis County, Texas.

Section 1.06 Applicable Laws and Regulations Regarding Funding Sources. Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars, the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Governor's Budget, Planning and Policy Division. UGMA and UGMS can be located through

web links on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements § 14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through weblinks on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

Section 1.07 Statutes and Standards of General Applicability. Contractor is responsible for reviewing and complying with all applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Contractor, Contractor shall comply with the following:

- a) the following statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion: 1) Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a); 4) the Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 USC §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91; 8) U.S. Department of Labor, Equal Employment Opportunity E.O. 11246; 9) Tex. Lab. Code Chapter 21; 10) Food Stamp Act of 1977 (7 USC § 200 et seq.; 11) Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations; and 12) DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;
- b) Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;
- c) Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR Part 2, relating to confidentiality of alcohol and drug abuse patient records;
- d) Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing;
- e) Immigration Reform and Control Act of 1986, 8 USC § 1324a, regarding employment verification;
- f) Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;
- g) National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (PL 93-348 and PL 103-43), regarding human subjects involved in research;
- h) Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7321-26, which limits the political activity of employees whose employment is funded with federal funds;
- i) Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
- j) Tex. Gov. Code Chapter 469, pertaining to eliminating architectural barriers for persons with disabilities;
- k) Texas Workers' Compensation Act, Tex. Lab. Code Chapters 401-406 and 28 Tex. Admin. Code Part 2, regarding compensation for employees' injuries;

- l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
- m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin. Code Chapter 96 regarding safety standards for handling blood borne pathogens;
- n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
- o) environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.; 6) Federal Water Pollution Control Act, 33 USC §1251 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§7401 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 USC §§ 1271 et seq.) related to protecting certain rivers system; and 11) Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;
- p) Intergovernmental Personnel Act of 1970 (42 USC §§4278-4763) regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 CFR Part 900, Subpart F);
- q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
- r) Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327-333), regarding labor standards for federally-assisted construction subagreements;
- s) National Historic Preservation Act of 1966, §106 (16 USC § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
- t) financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations;"
- u) Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104); and
- v) requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

If this Contract is funded by a grant or cooperative agreement, additional state or federal requirements found in the Notice of Grant Award are imposed on Contractor and incorporated herein by reference.

Section 1.08 Applicability of General Provisions to Interagency and Interlocal Contracts.

Certain sections or portions of sections of these General Provisions will not apply to Contractors that are State agencies or units of local government; and certain additional provisions will apply to such Contractors.

- a) The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:
 - 1) Hold Harmless and Indemnification, Section 13.19;
 - 2) Independent Contractor, Section 12.15 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
 - 3) Insurance, Section 12.03;
 - 4) Liability Coverage, Section 12.05;
 - 5) Fidelity Bond, Section 12.04;
 - 6) Historically Underutilized Businesses, Section 12.10 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity);
 - 7) Debt to State and Corporate Status, Section 3.01;
 - 8) Application of Payment Due, Section 3.02; and
 - 9) Article XV Claims against the Department (This Article is inapplicable to interagency contracts only).
- b) The following additional provisions will apply to interagency contracts:
 - 1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Tex. Gov. Code Chapter 771;
 - 2) The Parties hereby certify that (1) the services specified are necessary and essential for the activities that are properly within the statutory functions and programs of the affected agencies of State government; (2) the proposed arrangements serve the interest of efficient and economical administration of the State government; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder; and
 - 3) DSHS certifies that it has the authority to enter into this Contract granted in Tex. Health & Safety Code Chapter 1001, and Contractor certifies that it has specific statutory authority to enter into and perform this Contract.
- c) The following additional provisions will apply to interlocal contracts:
 - 1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Tex. Gov. Code Chapter 791;
 - 2) Payments made by DSHS to Contractor will be from current revenues available to DSHS; and
 - 3) Each Party represents that it has been authorized to enter into this Contract.
- d) Contractor agrees that Contract Revision Requests (pursuant to the Contractor's Request for Revision to Certain Contract Provisions section), when signed by a duly authorized representative of Contractor, will be effective as of the effective date specified by the Department, whether that date is prior to or after the date of any ratification by Contractor's governing body.

Section 1.09 Civil Rights Policies and Complaints. Upon request, Contractor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contractor shall notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten (10) calendar days after Contractor's receipt of the claim. Notice must be directed to –

HHSC Civil Rights Office
701 W. 51st St., Mail Code W206
Austin, Texas 78751
Toll-free phone (888) 388-6332
Phone (512) 438-4313
TTY Toll-free (877) 432-7232
Fax (512) 438-5885

Section 1.10 Licenses, Certifications, Permits, Registrations and Approvals. Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers obtain and maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.

ARTICLE II SERVICES

Section 2.01 Education to Persons in Residential Facilities. If applicable, Contractor shall ensure that all persons, who are housed in Department-licensed and/or -funded residential facilities and who are twenty-two (22) years of age or younger, have access to educational services as required by Tex. Educ. Code § 29.012. Contractor shall notify the local education agency or local early intervention program as prescribed by Tex. Educ. Code § 29.012 not later than the third calendar day after the date a person who is twenty-two (22) years of age or younger is placed in Contractor's residential facility.

Section 2.02 Disaster Services. In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or as a federal disaster by the appropriate federal official, Contractor may be called upon to assist DSHS in providing services, as appropriate, in the following areas: community evacuation; health and medical assistance; assessment of health and medical needs; health surveillance; medical care personnel; health and medical equipment and supplies; patient evacuation; in-hospital care and hospital facility status; food, drug, and medical device safety; worker health and safety; mental health and substance abuse; public health information; vector control and veterinary services; and victim identification and mortuary services. Contractor shall carry out disaster services in the manner most responsive to the needs of the emergency, be cost-effective, and be least intrusive on Contractor's primary services.

Section 2.03 Consent to Medical Care of a Minor. If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts

with subcontractors, Contractor shall not provide treatment of a minor unless informed consent to treatment is obtained pursuant to Tex. Fam. Code Chapter 32, relating to consent to treatment of a child by a non-parent or child or pursuant to other state law. If requirements of federal law relating to consent directly conflict with Tex. Fam. Code Chapter 32, federal law supersedes state law.

Section 2.04 Telemedicine Medical Services. Contractor shall ensure that if Contractor or its subcontractor uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using a protocol approved by Contractor's medical director and using equipment that complies with the equipment standards as required by the Department. Procedures for providing telemedicine service must include the following requirements:

- a) clinical oversight by Contractor's medical director or designated physician responsible for medical leadership;
- b) contraindication considerations for telemedicine use;
- c) qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
- d) safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
- e) use by credentialed licensed providers providing clinical care within the scope of their licenses;
- f) demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
- g) priority in scheduling the system for clinical care of individuals;
- h) quality oversight and monitoring of satisfaction of the individuals served; and
- i) management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites.

Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under Rule § 448.911.

Section 2.05 Fees for Personal Health Services. Contractor may develop a system and schedule of fees for personal health services in accordance with the provisions of Tex. Health & Safety Code § 12.032, DSHS Rule §1.91 covering Fees for Personal Health Services, and other applicable laws or grant requirements. The amount of a fee must not exceed the actual cost of providing the services. No client may be denied a service due to inability to pay.

Section 2.06 Cost Effective Purchasing of Medications. If medications are funded under this Contract, Contractor shall make needed medications available to clients at the lowest possible prices and use the most cost effective medications purchasing arrangement possible.

Section 2.07 Services and Information for Persons with Limited English Proficiency. Contractor shall take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities. Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter. Contractor shall make every effort to avoid use of any persons under the age of eighteen (18) or any family member or friend of the client as an interpreter for essential communications with a client with limited English

proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

ARTICLE III FUNDING

Section 3.01 Debt to State and Corporate Status. Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency. Contractor, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). Contractor, if a corporation, further certifies that it is and will remain in good standing with the Secretary of State's office. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor's delinquent franchise tax is paid in full.

Section 3.02 Application of Payment Due. Contractor agrees that any payments due under this Contract will be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Section 3.03 Use of Funds. Contractor shall expend Department funds only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

Section 3.04 Use for Match Prohibited. Contractor shall not use funds provided through this Contract for matching purposes in securing other funding unless directed or approved by the Department in writing.

Section 3.05 Program Income. Gross income directly generated from Department funds through a project or activity performed under a Program Attachment and/or earned only as a result of a Program Attachment during the term of the Program Attachment are considered program income. Unless otherwise required under the terms of the grant funding this Contract, Contractor shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of program income to further the program objectives of the state or federal statute under which the Program Attachment was made, and Contractor shall spend the program income on the same Program Attachment project in which it was generated. Contractor shall identify and report this income in accordance with the Compliance and Reporting Article of these General Provisions, the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm> and the provisions of the Program Attachment(s). Contractor shall expend program income during the Program Attachment term and may not carry forward to any succeeding term. Contractor shall refund program income not expended in the term in which it is earned to DSHS. DSHS may base future funding levels, in part, upon Contractor's proficiency in identifying, billing, collecting, and reporting program income, and in using it for the purposes and under the conditions specified in this Contract.

Section 3.06 Nonsupplanting. Contractor shall not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or

local funds currently available for a particular activity. Contractor shall make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE IV PAYMENT METHODS AND RESTRICTIONS

Section 4.01 Payment Methods. Except as otherwise provided by the provisions of the Program Attachment(s), the payment method for each Program Attachment will be one of the following methods:

- a) cost reimbursement. This payment method is based on an approved budget in the Program Attachment(s) and acceptable submission of a request for reimbursement; or
- b) unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service, as stated in the Program Attachment(s) and acceptable submission of all required documentation, forms and/or reports.

Section 4.02 Billing Submission. Contractors shall bill the Department in accordance with the Program Attachment(s) in the form and format prescribed by DSHS. Unless otherwise specified in the Program Attachment(s) or permitted under the Third Party Payors section of this Article, Contractor shall submit requests for reimbursement or payment monthly within thirty (30) calendar days following the end of the month covered by the bill.

Section 4.03 Final Billing Submission. Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than sixty (60) calendar days following the end of the term of the Program Attachment for goods received and services rendered during the term. If necessary to meet this deadline, Contractor may submit reimbursement or payment requests by facsimile transmission. Reimbursement or payment requests received in DSHS's offices more than sixty (60) calendar days following the end of the applicable term will not be paid. Consideration of requests for an exception will be made on a case-by-case basis, subject to the availability of funding, and only for an extenuating circumstance, such as a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations or causes damage or destruction of a place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement must be submitted for review and approval to the DSHS Accounting Section.

Section 4.04 Working Capital Advance. If allowed under this Contract, a single one-time working capital advance per term of the Program Attachment may be granted at the Department's discretion. Contractor must submit documentation to the contract manager assigned to the Program Attachment to justify the need for a working capital advance. Contractor shall liquidate the working capital advance as directed by the Department. The requirements for the documentation justifying the need for an advance and the directions for liquidating the advance are found in the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>.

Section 4.05 Financial Status Reports (FSRs). Except as otherwise provided in these General Provisions or in the terms of the Program Attachment(s), for contracts with categorical budgets, Contractor shall submit quarterly FSRs to Accounts Payable by the thirtieth calendar day of the month following the end of each quarter of the Program Attachment term for Department review and

financial assessment. Contractor shall submit the final FSR no later than sixty (60) days following the end of the applicable term.

Section 4.06 Third Party Payors. A third party payor is any person or entity who has the legal responsibility for paying for all or part of the services provided. Third party payors include, but are not limited to, commercial health or liability insurance carriers, Medicaid, or other federal, state, local, and private funding sources. Except as provided in this Contract, Contractor shall screen all clients and shall not bill the Department for services eligible for reimbursement from third party payors. Contractor shall (a) enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs, and bill those programs for the covered services; (b) provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs; (c) allow clients who are otherwise eligible for Department services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the Department for the deductible; (d) not bill the Department for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted, in which case the thirty (30)-day requirement in the Billing Submission section will be extended until all such appeals have been exhausted; (e) maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement; (f) bill all third party payors for services provided under this Contract before submitting any request for reimbursement to Department; and (g) provide third party billing functions at no cost to the client.

ARTICLE V TERMS AND CONDITIONS OF PAYMENT

Section 5.01 Prompt Payment. Upon receipt of a timely, undisputed invoice pursuant to this Contract, Department will pay Contractor. Payments and reimbursements are contingent upon a signed Contract and will not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment or reimbursement only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If those conditions are met, Department will make payment in accordance with the Texas prompt payment law (Tex. Gov. Code Chapter 2251). Contractor shall comply with Tex. Gov. Code Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment of invoices by the Department will not constitute acceptance or approval of Contractor's performance, and all invoices and Contractor's performance are subject to audit or review by the Department.

Section 5.02 Withholding Payments. Department may withhold all or part of any payments to Contractor to offset reimbursement for any ineligible expenditures, disallowed costs, or overpayments that Contractor has not refunded to Department, or if financial status report(s) required by the Department are not submitted by the date(s) due. Department may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations.

Section 5.03 Condition Precedent to Requesting Payment. Contractor shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from Department.

Section 5.04 **Acceptance as Payment in Full.** Except as permitted in the Fees for Personal Health Services section of the Services Article of these General Provisions or under 25 Tex. Admin. Code § 444.413, Contractor shall accept reimbursement or payment from DSHS as payment in full for services or goods provided to clients or participants, and Contractor shall not seek additional reimbursement or payment for services or goods from clients or participants or charge a fee or make a profit with respect to the Contract. A fee or profit is considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance program.

ARTICLE VI ALLOWABLE COSTS AND AUDIT REQUIREMENTS

Section 6.01 **Allowable Costs.** For services satisfactorily performed, and sufficiently documented, pursuant to this Contract, DSHS will reimburse Contractor for allowable costs. Contractor must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DSHS will determine whether costs submitted by Contractor are allowable and eligible for reimbursement. If DSHS has paid funds to Contractor for unallowable or ineligible costs, DSHS will notify Contractor in writing, and Contractor shall return the funds to DSHS within thirty (30) calendar days of the date of this written notice. DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any unallowable or ineligible expenditures that Contractor has not refunded to DSHS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). DSHS may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	OMB Circular A-87 (2 CFR, Part 225)	OMB Circular A-133 and UGMS	UGMS, OMB Circular A-102, and applicable Federal awarding agency common rule
Educational Institutions	OMB Circular A-21 (2 CFR, Part 220); and UGMS, as applicable	OMB Circular A-133	OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule; and UGMS, as applicable
Non-Profit Organizations	OMB Circular A-122 (2 CFR, Part 230)	OMB Circular A-133 and UGMS	UGMS; OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule
For-profit Organization other	48 CFR Part 31, Contract Cost	OMB Circular A-133 and UGMS	UGMS and applicable Federal awarding

than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency		agency common rule
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A chart of applicable Federal awarding agency common rules is located through a weblink on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Section 6.02 Independent Single or Program-Specific Audit. If Contractor within Contractor's fiscal year expends a total amount of at least \$500,000 in federal funds awarded, Contractor shall have a single audit or program-specific audit in accordance with the Office of Management and Budget (OMB) Circ. No. A-133, the Single Audit Act of 1984, P L 98-502, 98 Stat. 2327, and the Single Audit Act Amendments of 1996, P L 104-156, 110 Stat. 1396. The \$500,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Contractor within Contractor's fiscal year expends a total amount of at least \$500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Contractors whose expenditures meet or exceed the federal and/or state expenditure thresholds stated above shall follow the guidelines in OMB Circular A-133 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Contractor to complete the Single Audit Determination Registration Form. If Contractor fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a state governmental entity, shall competitively re-procure independent single audit services at least every five (5) years. Incumbent audit firms may participate in the re-procurement process; however, Contractor shall not procure services of the same audit firm for more than ten (10) consecutive years and shall require that the audit firm limit the amount of time the lead or coordinating audit partner (having primary responsibility for the audit) conducts the independent audit to a maximum of five (5) years within a ten-year period. Contractor may request, in writing to the DSHS Contract Oversight and Support Section, an exception from lead partner rotation for years six (6) through ten (10) of a ten-year period if the audit firm has only one lead partner. If the request is approved, Contractor shall require the audit firm to provide certification annually for years six through ten that the audit firm has no more than one partner and shall require the audit firm to contract with an independent audit firm to perform a second partner review of the

single or program-specific audit work performed for Contractor. Procurement of audit services must comply with the procurement standards of 45 CFR Part 74 or 92, as applicable, including obtaining competition and making positive efforts to use small, minority-owned, and women-owned business enterprises.

Section 6.03 Submission of Audit. Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Contractor shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

If Contractor fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Contractor of an audit report, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

ARTICLE VII CONFIDENTIALITY

Section 7.01 Maintenance of Confidentiality. Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI), and any other information that discloses confidential personal information or identifies any client served by DSHS, in accordance with applicable federal and state laws, rules and regulations, including but not limited to 7 CFR Part 246; 42 CFR Part 2; 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]); Tex. Health & Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611, and 773; and Tex. Occ. Code Chapters 56 and 159 and all applicable rules and regulations.

Section 7.02 Department Access to PHI and Other Confidential Information. Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program, and for purposes permitted under applicable state and federal confidentiality and privacy laws.

Section 7.03 Exchange of Client-Identifying Information. Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Tex. Health & Safety Code § 533.009 and Rule Chapter 414, Subchapter A or

other applicable laws or rules. Contractor shall disclose information described in Tex. Health & Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Tex. Health & Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

Section 7.04 Security of Patient or Client Records. Contractor shall maintain patient and client records in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient and client records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of patient or client records to another entity funded by DSHS upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if care or treatment is transferred to another DSHS-funded contractor.

Section 7.05 HIV/AIDS Model Workplace Guidelines. If providing direct client care, services, or programs, Contractor shall implement Department's policies based on the HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, Policy No. 090.021, and Contractor shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Tex. Health & Safety Code § 85.112-114. A link to the Model Workplace Guidelines can be found at <http://www.dshs.state.tx.us/hivstd/policy/policies.shtm>.

ARTICLE VIII RECORDS RETENTION

Section 8.01 Retention. Contractor shall retain records in accordance with applicable state and federal statutes, rules and regulations. At a minimum, Contractor shall retain and preserve all other records, including financial records that are generated or collected by Contractor under the provisions of this Contract, for a period of four (4) years after the termination of this Contract. If services are funded through Medicaid, the federal retention period, if more than four (4) years, will apply. Contractor shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved. Legal requirements for Contractor may extend beyond the retention schedules established in this section. Contractor shall retain medical records in accordance with Tex. Admin. Code Title 22, Part 9, § 165.1(b) and (c) or other applicable statutes, rules and regulations governing medical information. Contractor shall include this provision concerning records retention in any subcontract it awards. If Contractor ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four (4) years from the date Contractor ceases business or from the date this Contract terminates, whichever is sooner. Contractor shall provide the name and address of the party responsible for storage of records to the contract manager assigned to the Program Attachment.

ARTICLE IX ACCESS AND INSPECTION

Section 9.01 **Access.** In addition to any right of access arising by operation of law, Contractor, and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, OIG, and the State Auditor's Office (SAO), unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records (including client and patient records, if any, and Contractor's personnel records and governing body personnel records), books, papers or documents related to this Contract; and the right to interview members of Contractor's governing body, staff, volunteers, participants and clients concerning the Contract, Contractor's business and client services. If deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract. The Department and HHSC will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Payments will not foreclose the right of Department and HHSC to recover excessive or illegal payments. Contractor shall make available to the Department information collected, assembled or maintained by Contractor relative to this Contract for the Department to respond to requests that it receives under the Public Information Act. Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

Section 9.02 **State Auditor's Office.** Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor shall cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. The SAO's authority to audit funds will apply to Contract funds disbursed by Contractor to its subcontractors, and Contractor shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any subcontract Contractor awards.

Section 9.03 **Responding to Deficiencies.** Any deficiencies identified by DSHS or HHSC upon examination of Contractor's records or during an inspection of Contractor's site(s) will be conveyed in writing to Contractor. Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency identified in a site inspection, program review or management or financial audit to the satisfaction of DSHS or, if directed by DSHS, a corrective action plan to resolve the deficiency. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance Article of these General Provisions.

ARTICLE X NOTICE REQUIREMENTS

Section 10.01 **Child Abuse Reporting Requirement.** This section applies to mental health and substance abuse contractors and contractors for the following public health programs: Human Immunodeficiency Virus/Sexually Transmitted Diseases (HIV/STD); Family Planning (Titles V, X and XX); Primary Health Care; Maternal and Child Health; and Women, Infants and Children (WIC)

Nutrition Services. Contractor shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Tex. Fam. Code Chapter 261 relating to investigations of reports of child abuse and neglect. Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. Contractor shall use the DSHS Child Abuse Reporting Form as required by the Department located at www.dshs.state.tx.us/childabusereporting. Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

Section 10.02 Significant Incidents. In addition to notifying the appropriate authorities, Contractor shall report to the contract manager assigned to the Program Attachment significant incidents involving substantial disruption of Contractor's program operation, or affecting or potentially affecting the health, safety or welfare of Department-funded clients or participants within seventy-two (72) hours of discovery.

Section 10.03 Litigation. Contractor shall notify the contract manager assigned to the Program Attachment of litigation related to or affecting this Contract and to which Contractor is a party within seven (7) calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, including environmental and civil rights matters, professional liability, and employee litigation. Notification must include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

Section 10.04 Action Against the Contractor. Contractor shall notify the contract manager assigned to the Program Attachment if Contractor has had a contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three (3) working days of the suspension or termination. Such notification must include the reason for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the contract; and the contract or case reference number. If Contractor, as an organization, has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or non-profit entity, it shall disclose this information within three (3) working days of the surrender, suspension or revocation to the contract manager assigned to the Program Attachment by submitting a one-page description that includes the reason(s) for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the license action; and a license or case reference number.

Section 10.05 Insolvency. Contractor shall notify in writing the contract manager assigned to the Program Attachment of Contractor's insolvency, incapacity, or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three (3) working days of the date of determination that Contractor is insolvent or incapacitated, or the date Contractor discovered an unpaid obligation to the IRS or TWC. Contractor shall notify in writing the contract manager assigned to the Program Attachment of its plan to seek bankruptcy protection within three (3) working days of such action by Contractor's governing body.

Section 10.06 Misuse of Funds and Performance Malfeasance. Contractor shall report to the contract manager assigned to the Program Attachment, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules, policies, and procedures related to performance under this Contract. Contractor shall make

such report no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Additionally, if this Contract is federally funded by the Department of Health and Human Services (HHS), Contractor shall report any credible evidence that a principal, employee, subcontractor or agent of Contractor, or any other person, has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Contractor shall make this report to the HHS Office of Inspector General at <http://www.oig.hhs.gov/fraud/hotline/> no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place.

Section 10.07 Criminal Activity and Disciplinary Action. Contractor affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime. Contractor shall notify in writing the contract manager assigned to the Program Attachment if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing employee of the organization, an employee or volunteer of Contractor, or a subcontractor providing services under this Contract has engaged in any activity that would constitute a criminal offense equal to or greater than a Class A misdemeanor or if such activity would reasonably constitute grounds for disciplinary action by a state or federal regulatory authority, or has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime. Contractor shall make the reports required by this section no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Contractor shall not permit any person who engaged, or was alleged to have engaged, in an activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed by DSHS.

Section 10.08 Retaliation Prohibited. Contractor shall not retaliate against any person who reports a violation of, or cooperates with an investigation regarding, any applicable law, rule, regulation or standard to the Department, another state agency, or any federal, state or local law enforcement official.

Section 10.09 Documentation. Contractor shall maintain appropriate documentation of all notices required under these General Provisions.

ARTICLE XI ASSURANCES AND CERTIFICATIONS

Section 11.01 Certification. Contractor certifies by execution of this Contract to the following:

- a) it is not disqualified under 2 CFR §376.935 or ineligible for participation in federal or state assistance programs;
- b) neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any federal or state department or agency;

- c) it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
- d) it is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;
- e) it is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;
- f) that no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;
- g) neither it, nor its principals have within the three(3)-year period preceding this Contract, has 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 private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contractor or its principals;
- h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and
- i) neither it, nor its principals within a three(3)-year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Contractor shall include the certifications in this Article, without modification (except as required to make applicable to the subcontractor), in all subcontracts and solicitations for subcontracts. Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the contract manager assigned to the Program Attachment. If Contractor's status with respect to the items certified in this Article changes during the term of this Contract, Contractor shall immediately notify the contract manager assigned to the Program Attachment.

Section 11.02 Child Support Delinquencies. As required by Tex. Fam. Code § 231.006, a child support obligor who is more than thirty (30) calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, Contractor shall maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 11.03 Authorization. Contractor certifies that it possesses legal authority to contract for the services described in this Contract and that a resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of Contractor to act in connection with this Contract and to provide such additional information as may be required.

Section 11.04 Gifts and Benefits Prohibited. Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

Section 11.05 Ineligibility to Receive the Contract. (a) Pursuant to Tex. Gov. Code § 2155.004 and federal law, Contractor is ineligible to receive this Contract if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements, statement(s) of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor, nor its employees, nor anyone acting for Contractor has received compensation from DSHS for participation in the development, drafting or preparation of specifications, requirements or statement(s) of work for this Contract or in the Solicitation Document on which this Contract is based; (b) pursuant to Tex. Gov. Code §§ 2155.006 and 2261.053, Contractor is ineligible to receive this Contract, if Contractor or any person who would have financial participation in this Contract has been convicted of violating federal law, or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005; (c) Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Tex. Gov. Code §§ 2155.004, 2155.006 or 2261.053, and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

Section 11.06 Antitrust. Pursuant to 15 USC § 1, et seq. and Tex. Bus. & Comm. Code § 15.01, et seq. Contractor certifies that neither Contractor, nor anyone acting for Contractor has violated the antitrust laws of this state or federal antitrust laws, nor communicated directly or indirectly regarding a bid with any competitor or any other person engaged in Contractor's line of business for the purpose of substantially lessening competition in such line of business.

Section 11.07 Initiation and Completion of Work. Contractor certifies that it shall initiate and complete the work under this Contract within the applicable time frame prescribed in this Contract.

ARTICLE XII GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 12.01 Responsibilities and Restrictions Concerning Governing Body, Officers and Employees. Contractor and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. This provision applies to all organizations, including Section 501(c)(3) organizations as defined in the Internal Revenue Service Code as not-for-

profit organizations. Each member of Contractor's governing body shall be accountable for all funds and materials received from Department. The responsibility of Contractor's governing body shall also include accountability for compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and Department's monitoring processes. Further, Contractor's governing body shall ensure separation of powers, duties, and functions of governing body members and staff. Staff members, including the executive director, shall not serve as voting members of Contractor's governing body. No member of Contractor's governing body, or officer or employee of Contractor shall vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Tex. Gov. Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two (2) years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers and employees of Contractor's subcontractors. Ignorance of any Contract provisions or other requirements contained or referred to in this Contract will not constitute a defense or basis for waiving or appealing such provisions or requirements.

Section 12.02 Management and Control Systems. Contractor shall comply with all the requirements of the Department's Contractor's Financial Procedures Manual, and any of its subsequent amendments, which is available at the Department's web site:

<http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Contractor shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. Contractor shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and adhere to procedures detailed in Department's Contractor's Financial Procedures Manual. Those requirements and procedures include, at a minimum, the following:

- a) financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
- b) financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Program Attachment of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to the Program Attachment and are traceable from the transaction to the general ledger; and
- c) effective internal and budgetary controls; comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs; timely and appropriate audits and resolution of any findings; billing and collection policies; and a mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

Section 12.03 Insurance. Contractor shall maintain insurance or other means of repairing or replacing assets purchased with Department funds. Contractor shall repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with DSHS funds is lost, stolen, damaged or destroyed, Contractor shall notify the contract manager assigned to the Program Attachment to obtain instructions whether to submit and pursue an insurance claim. Contractor shall use any insurance

proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to DSHS.

Section 12.04 Fidelity Bond. For the benefit of DSHS, Contractor is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to \$100,000 that covers each employee of Contractor handling funds under this Contract, including person(s) authorizing payment of such funds. The fidelity bond or insurance must provide for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of Contractor's employees, either individually or in concert with others, and/or (2) failure of Contractor or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property and include DSHS as a loss payee or equivalent designation. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

Section 12.05 Liability Coverage. For the benefit of DSHS, Contractor shall also maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Contractor's organization or with management or governing authority over Contractor's organization (collectively "responsible persons"). Contractor shall ensure that the policy includes Property of Others coverage with respect to funds and other property of the State related to this Contract, and includes DSHS as a loss payee on the policy. Contractor shall maintain copies of liability policies on site for inspection by DSHS and shall submit copies of policies to DSHS upon request. This section applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a responsible person damages Department's interests. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the insurance.

Section 12.06 Overtime Compensation. Except as provided in this section, Contractor shall not use any of the funds provided by this Contract to pay the premium portion of overtime. Contractor shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions: 1) with the prior written approval of DSHS; 2) temporarily, in the case of an emergency or an occasional operational bottleneck; 3) when employees are performing indirect functions, such as administration, maintenance, or accounting; 4) in performance of tests, laboratory procedures, or similar operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or 5) when lower overall cost to DSHS will result.

Section 12.07 Program Site. Contractor shall provide services only in locations that are in compliance with all applicable local, state and federal zoning, building, health, fire, and safety standards.

Section 12.08 Cost Allocation Plan. Contractor shall submit a Cost Allocation Plan in the format provided in the Department's Contractor's Financial Procedures Manual to the Department's Contract Oversight and Support Section, at Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, or by email to <mailto:coscap@dshs.state.tx.us> no later than the 60th calendar day after the effective date of the Contract, except when a Contractor has a current Cost Allocation Plan on file with the Department. Contractor shall implement and follow the applicable Cost Allocation Plan. If Contractor's plan is the same as in the previous year, by signing this Contract, Contractor certifies that its current Cost Allocation Plan for the current year is the same as that submitted to DSHS for the previous year. If the Cost Allocation Plan changes during the Contract term, Contractor shall submit a new Cost Allocation Plan to the Contract Oversight and Support Section within thirty (30) calendar days after the effective date of the change. Cost Allocation Plans must comply with the guidelines provided in the Department's Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>.

Section 12.09 Employee/Volunteer Background Screening. Contractor shall comply with employee/volunteer background screening standards established by the Department.

Section 12.10 Historically Underutilized Businesses (HUBs). If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Program Attachment, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs in accordance with Tex. Gov. Code Chapter 2161 and 34 Tex. Admin. Code § 20.14 et seq. Contractors may obtain a list of HUBs at <http://www.window.state.tx.us/procurement/prog/hub>. If Contractor has filed a HUB subcontracting plan, the plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval from the Department's HUB Coordinator of the revised plan before proposed changes will be effective under this Contract. Contractor shall make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15th day of each month for the prior month's activity, if there was any such activity, in accordance with 34 Tex. Admin. Code § 20.16(c).

Section 12.11 Buy Texas. Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Tex. Gov. Code § 2155.4441.

Section 12.12 Contracts with Subrecipient and Vendor Subcontractors. Contractor may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in a specific Program Attachment(s). Prior to entering into a subrecipient agreement equaling or exceeding \$100,000, Contractor shall obtain written approval from DSHS. Contractor shall establish written policies and procedures for procurement and monitoring of subcontracts and shall produce a subcontracting monitoring plan. Contractor shall monitor subrecipient subcontractors for both financial and programmatic performance and shall maintain pertinent records that must be available for inspection by DSHS. Contractor shall ensure that subcontractors are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.

Contracts with all subcontractors, whether vendor or subrecipient, must be in writing and include the following:

- a) name and address of all parties and the subcontractor's Vendor Identification Number (VIN);
- b) a detailed description of the services to be provided;
- c) measurable method and rate of payment and total not-to-exceed amount of the contract;
- d) clearly defined and executable termination clause; and
- e) beginning and ending dates that coincide with the dates of the applicable Program Attachment(s) or that cover a term within the beginning and ending dates of the applicable Program Attachment(s).

Contractor is responsible to DSHS for the performance of any subcontractor. Contractor shall not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs; or if the subcontractor would be ineligible under the following sections of these General Provisions: Ineligibility to Receive the Contract section (Assurances and Certifications Article); or the Conflict of Interest or Transactions Between Related Parties sections (General Terms Article).

Section 12.13 Status of Subcontractors. Contractor shall require all subcontractors to certify that they are not delinquent on any repayment agreements; have not had a required license or certification revoked; and have not had a contract terminated by the Department. Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three (3) years any license issued by the Department.

Section 12.14 Incorporation of Terms in Subrecipient Subcontracts. Contractor shall include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontractor), (1) the certifications stated in the Assurances and Certifications Article; (2) the requirements in the Conflicts of Interest section and the Transaction Between Related Parties section of the General Terms Article; and (3) a provision granting to DSHS, SAO, OIG, and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor in accordance with the Access and Inspection Article in these General Provisions. Each subrecipient subcontract contract must also include a copy of these General Provisions and a copy of the Statement of Work and any other provisions in the Program Attachment(s) applicable to the subcontract. Contractor shall ensure that all written agreements with subrecipient subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor. No provision of this Contract creates privity of contract between DSHS and any subcontractor of Contractor.

Section 12.15 Independent Contractor. Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents will not be eligible for unemployment compensation from the Department or the State of Texas.

Section 12.16 Authority to Bind. The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, warrant and

guarantee that they have been duly authorized by Contractor to execute this Contract for Contractor and to validly and legally bind Contractor to all of its terms.

Section 12.17 Tax Liability. Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. If the Department discovers that Contractor has failed to remain current on a liability to the IRS, this Contract will be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. If the Contract is terminated under this section, the Department will not enter into a contract with Contractor for three (3) years from the date of termination.

Section 12.18 Notice of Organizational Change. Contractor shall submit written notice to the contract manager assigned to the Program Attachment within ten (10) business days of any change to the Contractor's name; contact information; key personnel, officer, director or partner; organizational structure, such as merger, acquisition or change in form of business; legal standing; or authority to do business in Texas. A change in Contractor's name and certain changes in organizational structure require an amendment to this Contract in accordance with the Amendments section of these General Provisions.

Section 12.19 Quality Management. Contractor shall comply with quality management requirements as directed by the Department.

Section 12.20 Equipment (Including Controlled Assets) Purchases. Equipment means an article of nonexpendable, tangible personal property having a useful lifetime of more than one year and an acquisition cost of \$5,000 or more, and "controlled assets." Controlled assets include firearms regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more: desktop and laptop computers, non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Contractors on a cost reimbursement payment method shall inventory all equipment. If the purchase of equipment is approved in writing by the Department, Contractor shall initiate the purchase of that equipment in the first quarter of the Contract or Program Attachment term, as applicable. Failure to timely initiate the purchase of equipment may result in loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter of the Program Attachment must be submitted to the contract manager assigned to the Program Attachment.

Section 12.21 Supplies. Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

Section 12.22 Changes to Equipment List. All items of equipment purchased with funds under this Contract must be itemized in Contractor's equipment list as finally approved by the Department in the executed Contract. Any changes to the approved equipment list in the executed Contract must be approved in writing by Department prior to the purchase of equipment. Contractor shall submit to the contract manager assigned to the Program Attachment, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment.

If approved, Department will acknowledge its approval by means of a written amendment or by written acceptance of Contractor's Contract Revision Request, as appropriate.

Section 12.23 Property Inventory and Protection of Assets. Contractor shall maintain an inventory of equipment and property described in the Other Intangible Property section of Article XIII and submit an annual cumulative report of the equipment and other property on Form GC-11 (Contractor's Property Inventory Report) to the Department's Contract Oversight and Support Section, Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, no later than October 15th of each year. The report is located on the DSHS website at <http://www.dshs.state.tx.us/contracts/forms.shtm>. Contractor shall maintain, repair, and protect assets under this Contract to assure their full availability and usefulness. If Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, Contractor shall use the proceeds to repair or replace those assets.

Section 12.24 Bankruptcy. In the event of bankruptcy, Contractor shall sever Department property, equipment, and supplies in possession of Contractor from the bankruptcy, and title must revert to Department. If directed by DSHS, Contractor shall return all such property, equipment and supplies to DSHS. Contractor shall ensure that its subcontracts, if any, contain a specific provision requiring that in the event the subcontractor's bankruptcy, the subcontractor must sever Department property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to Department, who may require that the property, equipment and supplies be returned to DSHS.

Section 12.25 Title to Property. At the conclusion of the contractual relationship between the Department and Contractor, for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to Department. Title may be transferred to any other party designated by Department. The Department may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Contractor.

Section 12.26 Property Acquisitions. Department funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

Section 12.27 Disposition of Property. Contractor shall follow the procedures in the American Hospital Association's (AHA's) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the Department funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than \$5,000. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than \$5,000) will be controlled by the requirements of UGMS. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than \$5,000, Contractor shall request disposition approval and instructions in writing from the contract manager assigned to the Program Attachment. After an item reaches the end of its useful life, Contractor shall ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

Section 12.28 Closeout of Equipment. At the end of the term of a Program Attachment that has no additional renewals or that will not be renewed (Closeout) or when a Program Attachment is otherwise terminated, Contractor shall submit to the contract manager assigned to the Program Attachment, an inventory of equipment purchased with Department funds and request disposition instructions for such equipment. All equipment purchased with Department funds must be secured by Contractor at the time of Closeout or termination of the Program Attachment and must be disposed of according to the Department's disposition instructions, which may include return of the equipment to DSHS or transfer of possession to another DSHS contractor, at Contractor's expense.

Section 12.29 Assets as Collateral Prohibited. Contractors on a cost reimbursement payment method shall not encumber equipment purchased with Department funds without prior written approval from the Department.

ARTICLE XIII GENERAL TERMS

Section 13.01 Assignment. Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this Contract, or in any equipment purchased with funds from this Contract, without the prior written consent of the Department.

Section 13.02 Lobbying. Contractor shall comply with Tex. Gov. Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government, or to pay the salary or expenses of any person related to any activity designed to influence legislation, regulation, policy or appropriations pending before Congress or the state legislature, or for influencing or attempting to influence an officer or employee of any federal or state 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 contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC § 1352 and UGMS). If at any time this Contract exceeds \$100,000 of federal funds, Contractor shall file with the contract manager assigned to the Program Attachment a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement. Contractor shall file the declaration, certification, and disclosure at the time of application for this Contract; upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and at the end of each calendar quarter in which any event occurs that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the contract manager assigned to the Program Attachment. Contractor shall also comply, as applicable, with the lobbying restrictions and requirements in OMB Circulars A-122 Attachment B paragraph 25; A-87 Attachment B section 27; A-110 section .27 and A-21 paragraphs 17 and 28. Contractor shall include this provision in any subcontracts.

Section 13.03 Conflict of Interest. Contractor represents to the Department that it and its - subcontractors, if any, do not have nor shall Contractor or its subcontractors knowingly acquire or retain, any financial or other interest that would conflict in any manner with the performance of their obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor (or subcontractor), its principal (or a member of the principal's immediate family), or any affiliate or subcontractor and the Department or HHSC, their commissioners or employees, or any other entity or person involved in any way in any project that is the subject of this Contract. Contractor shall establish safeguards to prohibit employees and subcontractors and their employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. If, at any time during the term of this Contract, Contractor or any of its subcontractors has a conflict of interest or potential conflict of interest, Contractor shall disclose the actual or potential conflict of interest to the contract manager assigned to the Program Attachment within ten (10) days of when Contractor becomes aware of the existence of the actual or potential conflict of interest. Contractor shall require each of its subcontractors to report to Contractor any conflict of interest or potential conflict of interest the subcontractor has or may have within ten (10) days of when the subcontractor becomes aware of the actual or potential conflict of interest.

Section 13.04 Transactions Between Related Parties. Contractor shall identify and report to DSHS any transactions between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. Contractor shall submit to the contract manager assigned to the Program Attachment the name, address and telephone number of the related party, how the party is related to Contractor and the work the related party will perform under this Contract. A related party is a person or entity related to Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of Contractor. Contractor shall comply with Tex. Gov. Code Chapter 573. Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR part 74, OMB Circ. No. A-110, 2 CFR § 215.42, and UGMS.

Section 13.05 Intellectual Property. Tex. Health & Safety Code § 12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract.

- a) "Intellectual property" means created property that may be protected under copyright, patent, or trademark/service mark law.
- b) For purposes of this Contract intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS. DSHS has the right to obtain and hold in its name any and all patents, copyrights, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance

- required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.
- c) If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any intellectual property developed under this Contract, including any subcontract; and (2) any rights of copyright to which a Contractor purchases ownership with contract funds. Contractor shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment must be to the effect that "This publication was made possible by grant number _____ from (federal awarding agency)" or "The project described was supported by grant number _____ from (federal awarding agency)" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency)."
 - d) If the terms of a federal grant award the copyright to Contractor, DSHS reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DSHS, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds.
 - e) If the results of the contract performance are subject to copyright law, Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the contract manager assigned to the Program Attachment.

Section 13.06 Other Intangible Property. At the conclusion of the contractual relationship between Department and Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs, etc. Contractor shall inventory all such non-copyrightable intangible property. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department's ownership rights and interest in such property. This provision will survive the termination or expiration of this Contract.

Section 13.07 Severability and Ambiguity. If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. The Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

Section 13.08 Legal Notice. Any notice required or permitted to be given by the provisions of this Contract will be deemed to have been received by a Party on the third business day after the date on

which it was mailed to the Party at the address specified by the Party to the other Party in writing or, if sent by certified mail, on the date of receipt.

Section 13.09 Successors. This Contract will be binding upon the Parties and their successors and assignees, except as expressly provided in this Contract.

Section 13.10 Headings. The articles and section headings used in this Contract are for convenience of reference only and will not be construed in any way to define, limit or describe the scope or intent of any provisions.

Section 13.11 Parties. The Parties represent to each other that they are entities fully familiar with transactions of the kind reflected by the contract documents, and are capable of understanding the terminology and meaning of their terms and conditions and of obtaining independent legal advice pertaining to this Contract.

Section 13.12 Survivability of Terms. Termination or expiration of this Contract or a Program Attachment for any reason will not release either Party from any liabilities or obligations in this Contract that (a) the Parties have expressly agreed will survive any such termination or expiration, or (b) remain to be performed or (c) by their nature would be intended to be applicable following any such termination or expiration.

Section 13.13 Direct Operation. At the Department's discretion, the Department may temporarily assume operations of a Contractor's program or programs funded under this Contract when the continued operation of the program by Contractor puts at risk the health or safety of clients and/or participants served by Contractor.

Section 13.14 Customer Service Information. If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Tex. Gov. Code Chapter 2114 regarding Customer Service surveys.

Section 13.15 Amendment. The Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract without the written agreement of Contractor. All other amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor's Notification of Change to Certain Contract Provisions section or the Contractor's Request for Revision to Certain Contract Provisions section of this Article. Contractor's request for certain budget revisions or other amendments must be submitted in writing, including a justification for the request, to the contract manager assigned to the Program Attachment; and if a budget revision or amendment is requested during the last quarter of the Contract or Program Attachment term, as applicable, Contractor's written justification must include a reason for the delay in making the request. Revision or other amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS will not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS will not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this Article.

Section 13.16 Contractor's Notification of Change to Certain Contract Provisions. The following changes may be made to this Contract without a written amendment or the Department's prior approval:

- a) contractor's contact person and contact information;
- b) contact information for key personnel, as stated in Contractor's response to the Solicitation Document, if any;
- c) cumulative budget line item transfers that exceed 10% among direct cost categories, other than the equipment category, of cost reimbursement contract Program Attachments of less than \$100,000, provided that the total budget amount is unchanged;
- d) minor corrections or clarifications to the Contract language that in no way alter the scope of work, objectives or performance measures;
- e) a change in Contractor's share of the budget concerning non-DSHS funding other than program income and match, regardless of the amount of the change, provided that in changing the budget, Contractor is not supplanting DSHS funds; and
- f) a change to remove community sites, independent school districts or schools, in substance abuse Program Attachments in accordance with an Implementation Plan that must be submitted along with the notification of the change to the contract manager assigned to the Program Attachment.

Contractor within ten (10) calendar days shall notify in writing the contract manager assigned to the Program Attachment of any change enumerated in this section. The notification may be by letter, fax or email. Cumulative budget line item transfers of 10% or less among direct cost categories, other than equipment, of cost reimbursement contracts of any amount do not require written amendment or prior approval or notification.

Section 13.17 Contractor's Request for Revision of Certain Contract Provisions. A Contractor's Revision Request is an alternative method for amending certain specified provisions of this Contract that is initiated by Contractor, but must be approved by DSHS. The following amendments to this Contract may be made through a Contractor's Revision Request, rather than through the amendment process described in the Amendment section of this Article:

- a) cumulative budget line item transfers among direct cost categories, other than the equipment category, that exceed 10% of Program Attachments of \$100,000 or more, provided that the total budget amount is unchanged;
- b) line item transfer to other categories of funds for direct payment to trainees for training allowances;
- c) change in clinic hours or location;
- d) change in the equipment list substituting an item of equipment equivalent to an item of equipment on the approved budget;
- e) changes in the equipment category of a previously approved equipment budget (other than acquisition of additional equipment, which requires an amendment to this Contract); and
- f) changes specified in applicable OMB Circular cost principles as requiring prior approval, regardless of dollar threshold (e.g., foreign travel expenses, overtime premiums, membership fees); and
- g) changes to add community sites, independent school districts or schools, in substance abuse Program Attachments.

In order to request a revision of any of the enumerated provisions, Contractor shall obtain a Contract Revision Request form from the DSHS website available at

<http://www.dshs.state.tx.us/grants/forms.shtml>, and complete the form as directed by the Department. Two copies of the completed form must be signed by Contractor's representative who is authorized to sign contracts on behalf of Contractor, and both original, signed forms must be submitted to the contract manager assigned to the Program Attachment. Any approved revision will not be effective unless signed by the DSHS Director of the Client Services Contracting Unit. A separate Contractor Revision Request is required for each Program Attachment to be revised. Circumstances of a requested contract revision may indicate the need for an amendment described in the Amendment section of this Article rather than a contract revision amendment under this section.

Section 13.18 Immunity Not Waived. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

Section 13.19 Hold Harmless and Indemnification. Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments; and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

Section 13.20 Waiver. Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under this Contract.

Section 13.21 Electronic and Information Resources Accessibility and Security Standards. As required by 1 Tex. Admin. Code Chapter 213, as a state agency, DSHS must procure products that comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Tex. Admin. Code Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. If performance under this Contract includes the development, modification or maintenance of a website or other electronic and information resources for DSHS or for the public on behalf of DSHS, Contractor shall provide the Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>. Contractor certifies that any network hardware or software purchased or provided under this Contract has undergone independent certification testing for known and relevant vulnerabilities, in accordance with rules adopted by DIR.

Section 13.22 Force Majeure. Neither Party will be liable for any failure or delay in performing all or some of its obligations, as applicable, under this Contract if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, extraordinarily severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order, or acts of God. The existence of any such cause of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the cause of the delay or failure has been removed and, if applicable, for any reasonable period of time thereafter required to resume performance. A Party, within a period of time reasonable under the circumstances, must inform the other by any reasonable method (phone, email, etc.) and, as soon as practicable, must submit written notice with proof of receipt, of the existence of a force majeure event or otherwise waive the right as a defense to non-performance.

Section 13.23 Interim Contracts. The Parties agree that the Contract and/or any of its Program Attachments will automatically continue as an "Interim Contract" beyond the expiration date of the term of the Contract or Program Attachment(s), as applicable, under the following circumstances: (1) on or shortly prior to the expiration date of the Contract or Program Attachment, there is a state of disaster declared by the Governor that affects the ability or resources of the DSHS contract or program staff managing the Contract to complete in a timely manner the extension, renewal, or other standard contract process for the Contract or Program Attachment; and (2) DSHS makes the determination in its sole discretion that an Interim Contract is appropriate under the circumstances. DSHS will notify Contractor promptly in writing if such a determination is made. The notice will specify whether DSHS is extending the Contract or Program Attachment for additional time for Contractor to perform or complete the previously contracted goods and services (with no new or additional funding) or is purchasing additional goods and services as described in the Program Attachment for the term of the Interim Contract, or both. The notice will include billing instructions and detailed information on how DSHS will fund the goods or services to be procured during the Interim Contract term. The Interim Contract will terminate thirty (30) days after the disaster declaration is terminated unless the Parties agree to a shorter period of time.

ARTICLE XIV BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

Section 14.01 Actions Constituting Breach of Contract. Actions or inactions that constitute breach of contract include, but are not limited to, the following:

- a) failure to properly provide the services and/or goods purchased under this Contract;
- b) failure to comply with any provision of this Contract, including failure to comply with all applicable statutes, rules or regulations;
- c) failure to pay refunds or penalties owed to the Department;
- d) failure to comply with a repayment agreement with the Department or agreed order issued by the Department;
- e) failure by Contractor to provide a full accounting of funds expended under this Contract;
- f) discovery of a material misrepresentation in any aspect of Contractor's application or response to the Solicitation Document;
- g) any misrepresentation in the assurances and certifications in Contractor's application or response to the Solicitation Document or in this Contract; or
- h) Contractor is on or is added to the Excluded Parties List System (EPLS).

Section 14.02 General Remedies and Sanctions. The Department will monitor Contractor for both programmatic and financial compliance. The remedies and sanctions in this section are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of services or goods. HHSC OIG may investigate, audit and impose or recommend imposition of remedies or sanctions to Department for any breach of this Contract and may monitor Contractor for financial compliance. The Department may impose one or more remedies or sanctions for each item of noncompliance and will determine remedies or sanctions on a case-by-case basis. Contractor is responsible for complying with all of the terms of this Contract. The listing of or use of one or more of the remedies or sanctions in this section does not relieve Contractor of any obligations under this Contract. A state or federal statute, rule or regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both. If Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the following actions:

- a) terminate this Contract or a Program Attachment of this Contract as it relates to a specific program type. In the case of termination, the Department will inform Contractor of the termination no less than thirty (30) calendar days before the effective date of the termination in a notice of termination, except for circumstances that require immediate termination as described in the Emergency Action section of this Article. The notice of termination will state the effective date of the termination, the reasons for the termination, and, if applicable, alert Contractor of the opportunity to request a hearing on the termination pursuant to Tex. Gov. Code Chapter 2105 regarding administration of Block Grants. Contractor shall not make any claim for payment or reimbursement for services provided from the effective date of termination;
- b) suspend all or part of this Contract. Suspension is, depending on the context, either (1) the temporary withdrawal of Contractor's authority to obligate funds pending corrective action by Contractor or its subcontractor(s) or pending a decision to terminate or amend this Contract, or (2) an action taken by the Department to immediately exclude a person from participating in contract transactions for a period of time, pending completion of an investigation and such legal or debarment proceedings as may ensue. Contractor shall not bill DSHS for services performed during suspension, and Contractor's costs resulting from obligations incurred by Contractor during a suspension are not allowable unless expressly authorized by the notice of suspension;
- c) deny additional or future contracts with Contractor;
- d) reduce the funding amount for failure to 1) provide goods and services as described in this Contract or consistent with Contract performance expectations, 2) achieve or maintain the proposed level of service, 3) expend funds appropriately and at a rate that will make full use of the award, or 4) achieve local match, if required;
- e) disallow costs and credit for matching funds, if any, for all or part of the activities or action not in compliance;
- f) temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of a working capital advance, if applicable, or reimbursements or payments to Contractor for proper charges or obligations incurred, pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;

- g) permanently withhold cash payments. Permanent withholding of cash payment means that Department retains funds billed by Contractor for (1) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; (2) material failure to comply with Contract provisions; or (3) indebtedness to the United States or to the State of Texas;
- h) declare this Contract void upon the Department's determination that this Contract was obtained fraudulently or upon the Department's determination that this Contract was illegal or invalid from this Contract's inception and demand repayment of any funds paid under this Contract;
- i) request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
- j) delay execution of a new contract or contract renewal with Contractor while other imposed or proposed sanctions are pending resolution;
- k) place Contractor on probation. Probation means that Contractor will be placed on accelerated monitoring for a period not to exceed six (6) months at which time items of noncompliance must be resolved or substantial improvement shown by Contractor. Accelerated monitoring means more frequent or more extensive monitoring will be performed by Department than would routinely be conducted;
- l) require Contractor to obtain technical or managerial assistance;
- m) establish additional prior approvals for expenditure of funds by Contractor;
- n) require additional or more detailed, financial and/or programmatic reports to be submitted by Contractor;
- o) demand repayment from Contractor when it is verified that Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices, or failure to comply with Contract terms;
- p) pursue a claim for damages as a result of breach of contract;
- q) require Contractor to prohibit any employee or volunteer of Contractor from performing under this Contract or having direct contact with DSHS-funded clients or participants, or require removal of any employee, volunteer, officer or governing body member, if the employee, volunteer, officer or member of the governing body has been indicted or convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;
- r) withhold any payments to Contractor to satisfy any recoupment, liquidated damages, match insufficiency, or any penalty (if the penalty is permitted by statute) imposed by DSHS, and take repayment from funds available under this Contract in amounts necessary to fulfill Contractor's payment or repayment obligations;
- s) reduce the Contract term;
- t) recoup improper payments when it is verified that Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices or failure to comply with Contract terms;
- u) assess liquidated damages;
- v) demand repayment of an amount equal to the amount of any match Contractor failed to provide, as determined by DSHS;
- w) impose other remedies, sanctions or penalties permitted by statute.

Section 14.03 Notice of Remedies or Sanctions. Department will formally notify Contractor in writing when a remedy or sanction is imposed (with the exception of accelerated monitoring, which

may be unannounced), stating the nature of the remedies and sanction(s), the reasons for imposing them, the corrective actions, if any, that must be taken before the actions will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies and sanctions imposed. Other than in the case of repayment or recoupment, Contractor is required to file, within fifteen (15) calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice. If requested by the Department, the written response must state how Contractor shall correct the noncompliance (corrective action plan) or demonstrate in writing that the findings on which the remedies or sanction(s) are based are either invalid or do not warrant the remedies or sanction(s). If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department will provide written notice to Contractor of Department's decision. If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the approved corrective action plan. If DSHS determines that repayment is warranted, DSHS will issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS will recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.

Section 14.04 Emergency Action. In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as the following:

- a) Contractor is noncompliant and the noncompliance has a direct adverse effect on the public or client health, welfare or safety. The direct adverse effect may be programmatic or financial and may include failing to provide services, providing inadequate services, providing unnecessary services, or using resources so that the public or clients do not receive the benefits contemplated by the scope of work or performance measures; or
- b) Contractor is expending funds inappropriately.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

ARTICLE XV CLAIMS AGAINST THE DEPARTMENT

Section 15.01 Breach of Contract Claim. The process for a breach of contract claim against the Department provided for in Tex. Gov. Code Chapter 2260 and implemented in Department Rules §§ 1.431-1.447 will be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

Section 15.02 Notice. Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business must be submitted to the negotiation process provided in Tex. Gov Code Chapter 2260, subchapter B. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to DSHS's Office of General Counsel. The notice must specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice must also be given to all other representatives of DSHS and Contractor. Subchapter B is a condition precedent to the filing of a contested case proceeding under Tex. Gov. Code Chapter 2260, subchapter C.

Section 15.03 **Sole Remedy.** The contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by DSHS if the Parties are unable to resolve their disputes under this Article.

Section 15.04 **Condition Precedent to Suit.** Compliance with the contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is a condition precedent to seeking consent to sue from the Legislature under Tex. Civ. Prac. & Rem. Code Chapter 107. Neither the execution of this Contract by DSHS nor any other conduct of any representative of DSHS relating to this Contract will be considered a waiver of sovereign immunity to suit.

Section 15.05 **Performance Not Suspended.** Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

ARTICLE XVI TERMINATION

Section 16.01 **Expiration of Contract or Program Attachment(s).** Except as provided in the Survivability of Terms section of the General Terms Article, Contractor's service obligations stated in each Program Attachment will end upon the expiration date of that Program Attachment unless extended or renewed by written amendment. Prior to completion of the term of all Program Attachments, all or a part of this Contract may be terminated with or without cause under this Article.

Section 16.02 **Effect of Termination.** Termination is the permanent withdrawal of Contractor's authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by Contractor of the authority to obligate previously awarded funds. Contractor's costs resulting from obligations incurred by Contractor after termination of an award are not allowable unless expressly authorized by the notice of termination. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable, to DSHS or another entity designated by DSHS. Upon termination of all or part of this Contract, Department and Contractor will be discharged from any further obligation created under the applicable terms of this Contract or the Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS, and except as provided in the Survivability of Terms section of the General Terms Article. Termination does not, however, constitute a waiver of any remedies for breach of this Contract. In addition, Contractor's obligations to retain records and maintain confidentiality of information will survive this Contract.

Section 16.03 **Acts Not Constituting Termination.** Termination does not include the Department's (1) withdrawal of funds awarded on the basis of Contractor's underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance at the expiration of the term of a program attachment; (3) refusal to extend a program attachment or award additional funds to make a competing or noncompeting continuation, renewal, extension, or supplemental award; (4) non-renewal of a contract or program attachment at Department's sole discretion; or (5) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

Section 16.04 Termination Without Cause.

- a) Either Party may terminate this Contract or a Program Attachment, as applicable, with at least thirty (30) calendar days prior written notice to the other Party, except that if Contractor seeks to terminate a Contract or Program Attachment that involves residential client services, Contractor shall give the Department at least ninety (90) calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.
- b) The Parties may terminate this Contract or a Program Attachment by mutual agreement.
- c) Either Party may terminate this Contract or a Program Attachment with at least thirty (30) calendar days prior written notice to the other Party if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendments to the Appropriations Act, health and human services consolidations, or any disruption of current appropriated funding for this Contract or Program Attachment.
- d) Department may terminate this Contract or a Program Attachment immediately when, in the sole determination of Department, termination is in the best interest of the State of Texas.

Section 16.05 Termination For Cause. Either Party may terminate for material breach of this Contract with at least thirty (30) calendar days written notice to the other Party. Department may terminate this Contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the Contract objectives, by giving at least thirty (30) calendar days written notice to Contractor. Such conduct may include one or more of the following:

- a) Contractor has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
- b) Contractor fails to communicate with Department or fails to allow its employees or those of its subcontractor to communicate with Department as necessary for the performance or oversight of this Contract;
- c) Contractor breaches a standard of confidentiality with respect to the services provided under this Contract;
- d) Department determines that Contractor is without sufficient personnel or resources to perform under this Contract or that Contractor is otherwise unable or unwilling to fulfill any of its requirements under this Contract or exercise adequate control over expenditures or assets;
- e) Department determines that Contractor, its agent or another representative offered or gave a gratuity (e.g., entertainment or gift) to an official or employee of DSHS or HHSC for the purpose of obtaining a contract or favorable treatment;
- f) Department determines that this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements or statement(s) of work or Solicitation Document on which this Contract is based in violation of Tex. Gov. Code § 2155.004; or Department determines that Contractor was ineligible to receive this Contract under Tex. Gov. Code §§ 2155.006 or 2261.053 related to certain disaster response contracts;
- g) Contractor appears to be financially unstable. Indicators of financial instability may include one or more of the following:
 - 1) Contractor fails to make payments;
 - 2) Contractor makes an assignment for the benefit of its creditors;
 - 3) Contractor admits in writing its inability to pay its debts generally as they become due;

- 4) if judgment for the payment of money in excess of \$50,000 (that is not covered by insurance) is rendered by any court or governmental body against Contractor, and Contractor does not (a) discharge the judgment, or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) calendar days from the date of entry of the judgment, or (d) if the execution is stayed, within the thirty (30)-day period or a longer period during which execution of the judgment has been stayed, appeal from the judgment and cause the execution to be stayed during such appeal while providing such reserves for the judgment as may be required under Generally Accepted Accounting Principles;
- 5) a writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) calendar days after its issuance;
- 6) Contractor is adjudicated bankrupt or insolvent;
- 7) Contractor files a case under the Federal Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, or consents to the filing of any case or petition against it under any such law;
- 8) any property or portion of the property of Contractor is sequestered by court order and the order remains in effect for more than thirty (30) calendar days after Contractor obtains knowledge of the sequestration;
- 9) a petition is filed against Contractor under any state reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, and the petition is not dismissed within thirty (30) calendar days; or
- 10) Contractor consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property;
- h) Contractor's management system does not meet the UGMS management standards; or
- i) Any required license, certification, permit, registration or approval required to conduct Contractor's business or to perform services under this Contract is not obtained or is revoked, is surrendered, expires, is not renewed, is inactivated or is suspended.

Section 16.06 Notice of Termination. Either Party may deliver written notice of intent to terminate by any verifiable method. If either Party gives notice of its intent to terminate all or a part of this Contract, Department and Contractor shall attempt to resolve any issues related to the anticipated termination in good faith during the notice period.

ARTICLE XVII VOID, SUSPENDED, AND TERMINATED CONTRACTS

Section 17.01 Void Contracts. Department may void this Contract upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.

Section 17.02 Effect of Void, Suspended, or Involuntarily Terminated Contract. A Contractor who has been a party to a contract with DSHS that has been found to be void, or is suspended, or is terminated for cause is not eligible for expansion of current contracts, if any, or new contracts or renewals until, in the case of suspension or termination, the Department has determined that

Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void, any amount paid is subject to repayment.

Section 17.03 Appeals Rights. Pursuant to Tex. Gov. Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Tex. Gov. Code Chapter 2001.

ARTICLE XVIII CLOSEOUT

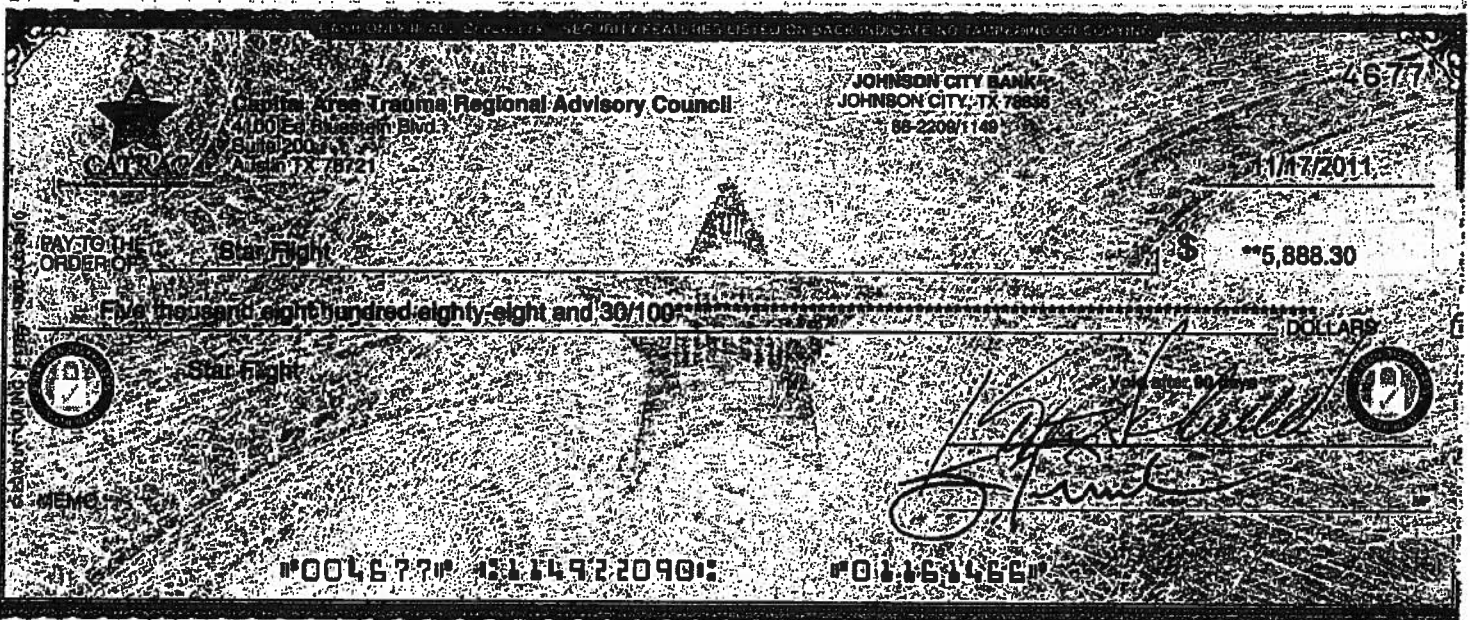
Section 18.01 Cessation of Services At Closeout. Upon expiration of this Contract or Program Attachment, as applicable, (and any renewals of this Contract or Program Attachment) on its own terms, Contractor shall cease services under this Contract or Program Attachment; and shall cooperate with DSHS to the fullest extent possible upon expiration or prior to expiration, as necessary, to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or another entity designated by DSHS. Upon receiving notice of Contract or Program Attachment termination or non-renewal, Contractor shall immediately begin to effect an orderly and safe transition of recipients of services to alternative service providers, as needed. Contractor also shall completely cease providing services under this Contract or Program Attachment by the date specified in the termination or non-renewal notice. Contractor shall not bill DSHS for services performed after termination or expiration of this Contract or Program Attachment, or incur any additional expenses once this Contract or Program Attachment is terminated or has expired. Upon termination, expiration (with no renewal) or non-renewal of this Contract or a Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.

Section 18.02 Administrative Offset. The Department has the right to administratively offset amounts owed by Contractor against billings.

Section 18.03 Deadline for Closeout. Contractor shall submit all financial, performance, and other Closeout reports required under this Contract within sixty (60) calendar days after the Contract or Program Attachment end date. Unless otherwise provided under the Final Billing Submission section of the Payment Methods and Restrictions Article, the Department is not liable for any claims that are not received within sixty (60) calendar days after the Contract or Program Attachment end date.

Section 18.04 Payment of Refunds. Any funds paid to Contractor in excess of the amount to which Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and will result in a refund due, which Contractor shall pay within the time period established by the Department.

Section 18.05 Disallowances and Adjustments. The Closeout of this Contract or Program Attachment does not affect the Department's right to disallow costs and recover funds on the basis of a later audit or other review or Contractor's obligation to return any funds due as a result of later refunds, corrections, or other transactions.



Capital Area Trauma Regional Advisory Council

11/17/2011

Star Flight

4677

Date
11/15/2011

Type
Bill

Reference
FY11-12 EMS Co.

Original Amount
5,888.30

Balance Due
5,888.30

Payment
5,888.30

Check Amount

Proj Code M12679 Code BBI



Johnson City Bank

5,888.30

Deposit Receipt WT. 283946

Travis County Treasurer

\$ 5,888.30



The Treasurer of
Travis County, Texas

RECEIVED FROM
STARFLIGHT(59)
PAM

The sum stated above is to be credited to the account of the respective funds named hereon.

FOR: FEES

BBJ PJ#M12679

General Fund.....001	Expo.Center.....501
Comm.Sup.&Corr...	Self Insurance...525
Road & Bridge.....099	Perm.School.....601
Law Library.....011	Cash Bond Esc..702
CAPSO.....013	LCRA Parks.....737
ADRS.....016
Counseling Ctr.....017	St Court Cost....774
.....
INTEREST & SINKING	Pooled Fds.CP..897
Cons.Debt Serv....394	Operating Acct..899
NWTCRD #3.....395
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Currency \$
Coin \$
Checks # 1 \$ 5,888.30
Total Deposit \$ 5,888.30

Date: 11-30-2011

AUSTIN, TEXAS

DOLORES ORTEGA CARTER
TRAVIS COUNTY TREASURER

/s/



**EMS Provider
Report of Combined 911/3588/1131
Trauma System Funds Expenditures
FY11**

INSTRUCTIONS

1. The grant period runs from May 1, 2011 – August 31, 2012. However, we need reports and documentation turned in to us earlier so that we have time to proof and copy your documents, and complete our final report for DSHS.

Documents and Expenditure Reports are due to CATRAC by JUNE 30, 2012.

The funds may be used for any of the following (see Report Form):

- Supplies**
- Operational expenses**
- Education and training**
- Vehicles and/or Equipment**
- Communications systems**

2. Make a copy of Invoices for items purchased with the grant funds at the time of purchase.

3. Make a copy of the CANCELLED check for items purchased with the grant funds. Copies are usually supplied on your Bank Statement or through your bank's Internet Banking website.

4. Complete the Report. Make sure you include copies of invoices and cancelled checks.

5. Mail Completed Report, Invoice Copies and Cancelled Check Copies to CATRAC no later than June 30, 2012. We would encourage reports to be submitted earlier if possible.

**CATRAC
4100 Ed Bluestein Blvd., Suite 200
Austin, TX 78721**



**EMS Provider
Report of Combined
911/3588/1131
Trauma System Funds
Expenditures
FY11**

County of Licensure: _____

Name of Provider: _____

Administrator (Print): _____

Counties of Operation: _____

Total Amount of Combined Funding Received: _____

FY11 Expenditure period is May 1, 2011- August 31, 2012

Receipts (Invoices) and Copies of CANCELLED Checks Are Required

For the purposes of this Program, buildings, land, food, or investments (stocks, bonds, mutual funds, etc.) are NOT ALLOWABLE COSTS.

Supplies:

Item: _____	Cost: \$ _____
Item: _____	Cost: \$ _____
Item: _____	Cost: \$ _____
Item: _____	Cost: \$ _____

Education & Training:

# Persons Trained: _____	Date: _____	Cost: \$ _____
# Persons Trained: _____	Date: _____	Cost: \$ _____

Equipment:

Type: _____	Cost: \$ _____
Type: _____	Cost: \$ _____
Type: _____	Cost: \$ _____

Vehicles:

Type: _____	Cost: \$ _____
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Communications Equipment:

Type: _____ Cost: \$ _____
Type: _____ Cost: \$ _____

Other Operation Expenditures:

Type: _____ Cost: \$ _____
Type: _____ Cost: \$ _____

Total All Expenditures: \$ _____

Please Prioritize and list anticipated needs for future funds:

Please prioritize and list any anticipated long-term system development needs:

Name of Person Completing Report (Print) _____

Title: _____ Phone #: _____

RAC/County Authorized Signature: _____

Name (Print): _____ Date: _____

**Please attach required expenditure documentation –
Copies of *INVOICES* and copies of *CANCELLED* checks.
Expenditure Reports are due no later than close of business June 30, 2012.**

Mail reports with supporting documentation to:

CATRAC
4100 Ed Bluestein Blvd., Suite 200
Austin, TX 78721

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