



Travis County Commissioners Court Agenda Request

Meeting Date: 09/25/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: Alan Miller, Planning and Budget Office, 854-9726

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive
Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

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

- A. Annual contract with the Office of the Attorney General, State of Texas to continue the Statewide Automated Victim Notification Service program in the Information Technology Services Department;
- B. Annual contract with the Office of the Governor Criminal Justice Division for the Family Violence Accelerated Prosecution Program in the County Attorney's Office;
- C. Annual contract with the Texas Department of Family and Protective Services for the Title IV-E Legal Administration program in the District Attorney's Office;
- D. New contract with the Office of the Governor, Criminal Justice Division, for funds to evaluate the Travis County Criminal Court's indigent defense system;
- E. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Child Abuse Victim Services Personnel Grant in the Travis County Sheriff's Office;
- F. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Juvenile Accountably Block Grant Local Assessment Center Program within Juvenile Probation;
- G. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Residential Substance Abuse Treatment Program within Juvenile Probation;
- H. Annual contract with Austin/Travis County Integral Care to continue the Austin/Travis County Integral Care Community Partners for Children Coordinator Program within Juvenile Probation;
- I. Annual contract with the Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment for the Juvenile Treatment Drug Court program within Juvenile Probation;
- J. Permission to use General Fund operating budget to continue the Parenting in Recovery program in Health and Human Services until a contract can be fully executed.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Since it is the end of the Fiscal Year for many grants as well as the County there are many grants on the agenda. With the exception of items D and J, these are all renewals of existing programs. Item D is a new grant; the first is a grant to evaluate our criminal indigent defense system and the second provides funding for additional bus passes in HHS.

Item J is a bit unusual as it is a request to continue the operation portion of a grant while a contract is being executed. Normally "Permissions to Continue" only involve continuing the staffing portion of a grant, it is anticipated that any funds spent will ultimately be reimbursed by the grant.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

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

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no unusual or unbudgeted grant match requirements in these grants, nor an requirement to continue a specific level of service as a result of accepting the funding.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
Cheryl Aker

TRAVIS COUNTY

9/25/2012

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 #		
Contracts													
A	112	Statewide Automated Victim Notification Service	09/01/12 - 08/31/13		\$33,332	\$0	\$0	\$0	\$33,332	-	R	MC	14
B	119	Family Violence Accelerated Prosecution Program	09/01/12 - 08/31/13		\$121,905	\$31,534	\$16,365	\$17,742	\$187,546	2.28	R	MC	39
C	123	Title IV-E Administration*	10/01/12 - 09/30/13		\$349,739	\$0	\$0	\$0	\$349,739	-	R	MC	51
D	124	Indigent Defense System Evaluation Grant	07/01/12 - 03/31/14		\$230,318	\$0	\$0	\$0	\$230,318	1.00	R	MC	83
E	137	TCSO Child Abuse Victim Services Personnel	9/1/2012- 8/31/2013		\$24,997	\$0	\$24,997	\$0	\$49,994	1.00	R	MC	94
F	145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	9/01/2012- 8/31/2013		\$101,525	\$11,280	\$0	\$0	\$112,805	1.34	R	MC	105
G	145	Residential Substance Abuse Treatment (RSAT) Program	10/01/12 - 09/30/13		\$143,743	\$47,914	\$0	\$0	\$191,657	1.75	R	MC	117
H	145	Community Partners for Children Coordinator	9/01/2012- 8/31/2013		\$69,956	\$0	\$0	\$0	\$69,956	1.00	R	MC	129
I	145	Travis County Juvenile Treatment Drug Court-SAMSHA/CSAT	9/30/2012- 9/29/2013		\$199,766	\$0	\$0	\$0	\$199,766	-	R	MC	146
* Amended from original.													
Dept.	Grant Title	Grant Term on Application	Cost	Operating Transfer	Total Request	Filled FTE	PTC Expiration Date		Notes	Auditor's Assessment	Page #		
J	158	Parenting in Recovery (PIR)	09/30/12 - 09/29/13		\$94,630	\$0	\$94,630	\$0	\$41,274	R	EC	160	

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
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
24	Travis County Veterans Court	7/01/2012-6/30/2013	\$53,414	\$0	\$0	\$0	\$53,414	-	1/31/2012
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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
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
24	Veterans Court Grant	9/1/2012-8/31/2013	\$226,516	\$0	\$0	\$0	\$226,516	2.00	2/7/2012
39	Travis County Adult Probation DWI Court	9/30/2012-9/29/2013	\$206,515	\$0	\$0	\$0	\$206,515	3.05	2/7/2012
24	Family Drug Treatment Court	9/1/2012-8/31/2013	\$137,388	\$0	\$0	\$0	\$137,388	1.00	2/14/2012
37	TCSO Child Abuse Victim Services Personnel	9/1/2012-8/31/2013	\$24,997	\$0	\$24,997	\$0	\$49,994	1.00	2/14/2012
39	Travis County Adult Probation DWI Court	9/1/2012-8/31/2013	\$229,112	\$0	\$0	\$0	\$229,112	4.00	2/14/2012
42	Drug Diversion Court	9/1/2012-8/31/2013	\$132,585	\$0	\$0	\$0	\$132,585	1.00	2/14/2012
45	Travis County Juvenile Treatment Drug Court-SAMSHA/CSAT	9/1/2012-8/31/2013	\$199,766	\$0	\$0	\$0	\$199,766	-	2/14/2012
19	Family Violence Accelerated Prosecution Program	09/01/12-08/31/13	\$121,905	\$31,534	\$16,365	\$17,742	\$187,546	2.28	2/21/2012
45	Travis County Eagle Resource Project	09/01/12-08/31/13	\$31,926	\$0	\$0	\$0	\$31,926	-	2/21/2012
45	Trama Informed Assessment and Response Program	09/01/12-08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	2/21/2012
47	Fire Mitigation Assistance Grant Hodde Lane #2957	09/04/11-09/19/11	\$38,605	\$12,868	\$0	\$0	\$51,473	-	3/13/2012
47	Fire Mitigation Assistance Grant Pedernales #2959	09/04/11-09/19/11	\$333,005	\$111,002	\$0	\$0	\$444,007	-	3/13/2012
47	Fire Mitigation Assistance Grant Steiner #2960	09/04/11-09/19/11	\$385,016	\$128,339	\$0	\$0	\$513,355	-	3/13/2012
49	Travis County Fuels Reduction Project (aka Wildfire Mitigation Grant)	09/01/12-08/31/14	\$200,775	\$66,925	\$0	\$0	\$267,700	-	3/20/2012
58	Parenting In Recovery*	09/30/11-09/29/12	\$583,843	\$62,818	\$80,000	\$52,212	\$778,873	1.00	3/20/2012
45	Residential Substance Abuse Treatment (RSAT) Program	10/01/12-09/30/13	\$143,743	\$47,914	\$0	\$0	\$191,657	1.75	3/20/2012
45	Trama Informed Assessment and Response Program*	09/01/12-08/31/13	\$192,666.00	\$0.00	\$0	\$0	\$192,666.00	0.50	3/27/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
45	Travis County Eagle Resource Project*	09/01/12 08/31/13	\$31,926.00	\$0.00	\$0	\$0	\$31,926.00	-	3/27/2012
57	NEH Preservation Assistance	2/01/2012 8/1/2013	\$6,000.00	\$0.00	\$0	\$0	\$6,000.00	-	4/17/2012
37	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/12 08/31/13	\$1,007,657	\$173,811	\$236,537	\$0	\$1,418,005	12.00	5/1/2012
45	Youth Reentry Program	10/01/12 03/31/15	\$1,047,504	\$0	\$0	\$0	\$1,047,504	3.00	5/1/2012
137	State Alien Assistance Program SCAAP 12	07/01/2010 - 06/30/2011	\$683,501	\$0	\$0	\$0	\$683,501	-	6/26/2012
158	Basic Transportation Needs Fund Bus Pass Program	09/01/2012 - 08/31/2013	\$5,790	\$0	\$0	\$0	\$5,790	-	6/26/2012
137	Sheriff's Office Command & Support Vessel	06/01/2012 - 03/31/2013	\$413,236	\$0	\$0	\$0	\$413,236	-	7/3/2012
124	Indigent Defense System Evaluation Grant	07/01/12 - 03/31/14	\$230,318	\$0	\$0	\$0	\$230,318	1.00	7/10/2012
158	Children's Success Initiative	09/28/12 - 09/27/13	\$670,593	\$113,995	\$0	\$4,345	\$788,933	15.15	7/10/2012
124	Travis County Veterans Commission-Suppliment	01/01/2013 - 12/31/13	\$61,057	\$0	\$0	\$0	\$61,057	-	7/31/2012
155	Justice Reinvestment Initiative	10/01/2012 - 09/30/12	\$451,812	\$0	\$0	\$0	\$451,812	-	7/31/2012
158	Parenting in Recovery II	09/28/12 - 09/27/13	\$500,000	\$0	\$214,286	\$0	\$714,286	2.00	7/31/2012
158	Parenting in Recovery	09/30/12- 09/29/13	\$120,483	\$0	\$40,247	\$0	\$160,730	1.00	8/7/2012
158	Coming of Age	9/1/12- 8/31/13	\$24,484	\$24,484	\$0	\$0	\$48,968	-	8/14/2012
124	Indigent Defense System Evaluation Project*	9/1/12- 3/31/14	\$230,318	\$0	\$0	\$0	\$230,318	1.00	8/14/2012
137	Sheriff's Office Command and Support Vessel*	6/1/12- 3/31/13	\$250,000	\$0	\$0	\$0	\$250,000	-	8/21/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
149	Pace Bend Park- Tournament Point Boat Ramp	09/30/12 - 09/30/15	\$75,000	\$0	\$25,000	\$0	\$100,000	-	8/28/2012
149	Black-Capped Vireo Restoration	11/01/12 - 12/31/13	\$20,713	\$5,800	\$8,000	\$2,537	\$37,050	-	8/28/2012
145	Travis County Eagle Resource Project*	09/01/12 - 08/31/13	\$29,930.30	\$0.00	\$0	\$0	\$31,926.00	-	9/11/2012
145	Drug Court & In-Home Family Services*	9/01/2012- 8/31/2013	\$66,428	\$7,381	\$0	\$0	\$73,809	0.09	9/11/2012
124	Travis County Veterans' Court*	09/01/12 - 08/31/13	\$186,000	\$0	\$0	\$0	\$186,000	2.00	9/18/2012
			\$15,699,779	\$956,626	\$4,104,757	\$76,836	\$20,839,993	59.90	

*Amended from original agreement.

**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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
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 Initiative*	8/1/2010-13/31/2012	\$250,000	\$0	\$0	\$0	\$250,000	1.00	11/22/2011
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 (SVCII)	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
59	Capital Area Trauma Advisory Council	5/1/2011-8/31/2012	\$5,888	\$0	\$0	\$0	\$5,888	-	2/7/2012
58	ARRA WAP Weatherization Assistance Program*	09/01/2009-02/28/2012	\$7,622,699	\$0	\$0	\$0	\$7,622,699	3.00	2/21/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
40	OVW FY2010 Safe Havens: Supervised Visitation and Safe Exchange Grant Program*	10/01/2010 09/30/2013	\$400,000	\$0	\$0	\$0	\$400,000	-	2/28/2012
37	TxDOT Impaired Driving Mobilization Grant	03/07/12 09/30/12	\$18,102	\$6,100	\$0	\$0	\$24,202		3/13/2012
37	2009 COPS LE Technology Grant*	03/11/12 09/10/12	\$300,000	\$0	\$0	\$0	\$300,000		3/13/2012
49	LIRAP Local Initiative Projects (LIP)*	05/06/08 08/31/13	\$1,688,163	\$0	\$0	\$0	\$1,688,163	-	3/20/2012
17	Ransom and Sarah Williams Farmstead Educational Outreach Project	10/1/2011- 9/30/2013	\$7,500	\$0	\$7,500	\$0	\$15,000	-	3/27/2012
58	Coming of Age (CNCS)	4/1/2012- 3/31/2013	\$50,495	\$321,591	\$0	\$0	\$372,086	6.80	3/27/2012
42	Drug Diversion Court*	09/01/2011- 08/31/2012	\$132,702	\$0	\$7,930	\$0	\$140,632	1.00	4/3/2012
58	Share the Warmth	04/01/12 09/30/12	\$24,500	\$0	\$0	\$0	\$24,500	-	4/24/2012
21	Electronic Disposition Reporting	04/15/2012 08/31/12	\$34,939	\$0	\$0	\$0	\$34,939	-	5/8/2012
31	Full Services Community Schools - East Austin Children's Promise	02/01/2011 09/30/2011	\$7,215	\$0	\$0	\$7,215	\$14,430	0.20	5/8/2012
31	Full Services Community Schools - East Austin Children's Promise*	10/01/2011 09/30/2012	\$10,000	\$0	\$0	\$7,215	\$17,215	0.20	5/8/2012
58	AmeriCorps*	8/1/2011 - 7/31/2012	\$298,922	\$236,045	\$0	\$183,061	\$718,028	26.5	6/5/2012
149	Onion Creek Greenway Phase 1 Urban Outdoor Grant*	10/02/09 - 07/15/2013	\$1,000,000	\$0	\$1,000,000	\$0	\$2,000,000	0	6/26/2012
123	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County	09/01/2012 - 08/31/2015	\$612,372	\$0	\$0	\$0	\$612,372	2.00	7/31/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
137	Sheriff's Combined Auto Theft Task Force	09/01/2012 - 08/31/2012	\$641,481	\$173,811	\$236,537	\$0	\$1,051,829	12.00	7/31/2012
158	AmeriCorps*	08/01/10 - 07/31/2011	\$270,282	\$0	\$164,415	\$201,136	\$635,833	9.000	7/31/2012
158	Casey Family Programs Community and Family Reintegration Project	01/01/12 - 12/31/12	\$80,000	\$0	\$0	\$0	\$80,000	1.00	8/7/2012
119	Other Victim Assistance Grant	9/1/12- 8/31/13	\$42,000	\$0	\$11,557	\$0	\$53,557	1.00	8/14/2012
123	Victim Coordinator and Liaison grant	9/1/12- 8/31/13	\$42,000	\$0	\$0	\$0	\$42,000	-	8/21/2012
119	Underage Drinking and Prevention Program	10/1/12- 9/30/13	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	8/21/2012
158	Comprehensive Energy Assistance Program	01/01/12- 12/31/12	\$2,901,313	\$0	\$0	\$0	\$2,901,313	4.00	8/21/2012
149	FY 09 Flood Mitigation Assistance- Planning grant*	08/28/09 - 08/31/13	\$30,000	\$0	\$10,000	\$0	\$40,000	-	8/28/2012
145	National School Lunch Program and USDA School Commodity Program	07/01/12 - 06/30/13	\$217,219	\$0	\$0	\$0	\$217,219	-	9/4/2012
158	AmeriCorps	08/01/12 - 07/31/13	\$298,671	\$241,122	\$174,638	\$71,443	\$785,874	31.00	9/4/2012
139	Travis County Adult Domestic Violence Accountability Management Program	10/1/2012- 9/30/2014	\$499,956	\$0	\$0	\$0	\$499,956	3.00	
139	Travis County Adult Probation Co-Occurring Re-Entry Services	10/1/2012- 9/30/2014	\$565,345	\$0	\$0	\$0	\$565,345	3.00	
137	2011 Byrne Justice Assistance Grant	10/01/10 - 09/30/14	\$98,424	\$0	\$0	\$0	\$98,424.00	-	9/18/2012
137	2009 Byrne Justice Assistance Grant-ARRA*	10/01/08 - 03/31/13	\$100,000	\$0	\$0	\$0	\$100,000.00	-	9/18/2012

*Amended from original agreement.

\$35,786,831 \$1,252,413 \$1,700,277 \$838,094 \$39,577,615 129.31

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	8/21/2012	No
58	Comprehensive Energy Assistance Program*	1/1/2012-12/31/2012	\$0	\$0	\$175,000	0.00	3/31/2012	12/27/2011	8/21/2012	No
58	Casey Family Programs 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	8/7/2012	Yes
58	Casey Family Programs Community and Family Reintegration Project	1/1/2012-12/31/2012	\$29,196	\$29,196	\$58,392	1.00	6/30/2012	3/20/2012	8/7/2012	Yes
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	\$29,196	\$29,196	\$58,392	4.00	5/31/2012	3/27/2012	8/21/2012	No
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	\$29,196	\$29,196	\$58,392	4.00	8/31/2012	6/5/2012	8/21/2012	No
158	Casey Family Programs Community and Family Reintegration Project	1/1/2012-12/31/2012	\$15,862	\$0	\$15,862	1.00	9/30/2012	6/26/2012	8/7/2012	Yes
158	AmeriCorps	08/01/12 - 07/31/13	\$79,018	\$0	\$79,018	28.00	9/30/2012	7/24/2012	N/A	No
158	Comprehensive Energy Assistance Program	01/01/12 - 12/31/12	\$120,000	\$0	\$120,000	-	8/31/2012	8/7/2012	8/21/2012	No
137	Child Abuse Victim Services Personnel**	9/1/12-8/31/13	\$8,920	\$0	\$8,920	1.00	10/31/2012	8/14/2012	N/A	No
119	Family Violence Accelerated Prosecution Program	9/1/12-8/31/13	\$12,620	\$0	\$12,620	1.00	10/31/2012	8/21/2012	N/A	No
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$10,922	\$0	\$10,922	1.00	10/31/2012	8/28/2012	N/A	No
124	Travis County Veterans Court	09/01/12 - 08/31/13	\$25,630	\$0	\$25,630	2.00	10/31/2012	8/28/2012	N/A	No
142	Drug Diversion Court	09/01/12 - 08/31/13	\$10,144	\$0	\$10,144	1.00	10/31/2012	8/28/2012	N/A	No
145	Juvenile Accountability Block Grant- Local Assessment Center	09/01/12 - 08/31/13	\$13,747	\$0	\$13,747	1.00	11/30/2012	8/28/2012	N/A	No

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					
145	Residential Substance Abuse Treatment Program	10/01/12 09/30/13	\$15,046	\$0	\$15,046	1.00	12/31/2012	8/28/2012	N/A	No
Totals			\$443,889	\$131,980	\$750,869	51.00				

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		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	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	\$ 5,311,349	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 development 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	\$ 7,952,569	\$ 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 type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" 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:	Information Technology Services	
Contact Person/Title:	Sandra Gottner/Project Manager	
Phone Number:	854-4836	

Grant Title:	SAVNS Statewide Automated Victim Notification Service		
Grant Period:	From: 9/1/2012	To: 8/31/2013	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Office of the Attorney General		
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:	0	0	0	0	\$0
Operating:	33,332	0	0	0	\$33,332
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
Total:	\$33,332	\$0	\$0	\$0	\$33,332
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
	0	0	\$0	0.00	
Use of General Fund Operating Budget for Grant Operating Expenditures					
					\$

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

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Applicable Depart. Measures						
Provide Access for Victims	Yes					Yes
Measures For Grant						
Provide Offender Data to Appriss via Data Load	Every 15 minutes	Yes	Yes	Yes	Yes	Every 15 minutes
Victim Registrations	1,800	455	562	503	528	2,400
Outcome Impact Description	Victim registrations for victims of Travis County Jail offenders					
Victim Notifications	2,600	623	698	734	746	3,100
Outcome Impact Description	Phone, email, and letter notification events to victims of Travis County Jail offenders					
Offender Inquiries	2,548,500	643,172	729,890	692,715	720,000	2,880,000
Outcome Impact Description	Online and phone inquiries State-wide for all agencies					

PBO Recommendation:

This grant is to continue a long running program to get reimbursed for participation in state wide victim notification service. There is no grant match nor any continuing obligations for Travis County. PBO recommends approval.

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?

This grant will provide for the reimbursement of costs associated with Travis County's continuing participation in the Statewide Automated Victim Notification Service (SAVNS). This system, VINE, will allow for victims to access information as well as receive automatic notification of a change in the status of an offender.

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

The department is committed to providing access to inmate data to the state through the contract vendor for access to victims. Current indication is that withstanding any revision to the funding provided to the state, the program will continue.

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 matching funds are required as the county is only seeking reimbursement of costs associated with vendor fees.

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.

There is no formal commitment required of the County to continue this grant.

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

Continuing 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.

Offender information, court information, and notifications are provided through the VINE state-wide system. This program will provide a service to victims of crimes that allow victims to access an all-inclusive system from one toll-free number or on-line, and to register for notifications of changes in status of an offender.

**Exhibit R-09 Maintenance Renewal
Automated Victim Notification Services
Travis County**



10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8483 800-816-0491

www.appriss.com

Category: Pilot - Large

Subject to the terms and conditions included in the Agreement, this **Exhibit R-09 Schedule of Payments** shall describe the amount due to Appriss which will be paid quarterly by the Office of the Attorney General to Appriss on the County's behalf as described in 4.3.6 of the Grant Contract.

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2013.

Jail Maintenance Amount	District Court Maintenance Amount	County Court Maintenance Amount	Annual Maintenance Amount (12 Months)	Quarterly Maintenance Amount (3 months)	# of Months Through 8/31/13	Total Maintenance Amount Due
\$25,016	\$4,158	\$4,158	\$33,332	\$8,333	12 Months	\$33,332

Maintenance Amount as indicated above does not include "3rd Party Vendor Fees" ¹ include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3rd Party Vendor" may not be reimbursed by the OAG's SAVNS grant program.

R-09 Service Agreement Renewal Notice



10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8463 800-816-0491
www.appriss.com

DATE: August 13, 2012
CUSTOMER NAME: Travis County
LOCATION: 314 West 11th Street, Suite 520
Austin, TX 78701
PROJECT TYPE: Travis County VINE Service
ORIGINAL SERVICE AGREEMENT DATE: September 1, 2003
SERVICE AGREEMENT RENEWAL DATE: September 1, 2012
SERVICE AGREEMENT RENEWAL TERM: 12 Months
NEXT SERVICE AGREEMENT RENEWAL DATE: August 31, 2013
PROJECT PRICING: \$33,332 (Quarterly Amount \$8,333)

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

Contract Changes: This Service Renewal Notice includes a 5% decrease in the annual maintenance for FY 2013 statewide as described in section 4.3.6 of the Grant Contract from the Office of the Attorney General. The reimbursement process has also changed and the Office of the Attorney General will now reimburse Appriss on your behalf assuming the appropriate documentation is completed.

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-09 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:

CUSTOMER BY:

Signature

08/13/2012
Date

Thomas R. Seigle
President
Public Safety Group

Signature

Date

Title

Trans Co. Judge

Name

Samuel T. Biscoe

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY**

OAG Contract No. 1337625

THIS GRANT CONTRACT is executed between the Office of the Attorney General of Texas (OAG) and Travis County (GRANTEE) for certain grant funds. The Office of the Attorney General and GRANTEE may be referred to in this contract individually as a “Party” and collectively as the “Parties.”

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to maintain Texas counties and other entities in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG makes grant funds available for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Proposals (RFP) for Statewide Automated Victim Services May 15, 2009. After an evaluation of proposals, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2009 to August 31, 2011. The OAG exercised its option to extend and extended the term until August 31, 2012. In July 2012, the OAG extended the term again until August 31, 2013; however, that extension modified the existing pricing model and methodology in reimbursing entities for eligible expenses. The Vendor Certification includes a “Detail of Services”, containing a detailed description of services to be provided by the Certified Vendor as well as the Pricing Model, as modified, all comprising the “Vendor Certification Documents.” The vendor certified to provide the services is Appriss, Inc., (“Certified Vendor”), a Kentucky corporation authorized to do business in Texas.

SECTION 2. SERVICE PERIOD (TERM) OF THE CONTRACT

2.1 Service Period (Term). The Service Period (Term) of this contract shall commence on September 1, 2012, and unless terminated earlier as provided by another provision of this contract, this contract will terminate August 31, 2013.

2.2 Option to Extend Term. This contract may be extended for an additional term by a written amendment executed with the same formalities as this contract. Extending the term does not increase the contract amount. Any increase in the contract amount must also be by written amendment executed with the same formalities as this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the OAG Vendor Certification documents. The Services Agreement will include terms and conditions that are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendor's performance according to Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Services Agreement other than payment of invoices; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the term of this contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances.

3.5 Data Extract. To the extent permitted by law, GRANTEE agrees to provide the OAG with a copy of data transmitted by GRANTEE to the Certified Vendor. To the extent permitted by law, GRANTEE authorizes the Certified Vendor to directly provide such data to the OAG. The Parties agree that this data may be used to monitor GRANTEE performance and the Certified Vendor's performance. This data may be used for such other purposes allowed by law. The data will be provided in such electronic format (including, but not limited to, an XML extract) as requested by the OAG.

3.6 Scope of Services. For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, GRANTEE agrees to faithfully, timely and in a good and workman-like manner implement and maintain the services in compliance with the

Scope of Services.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional reports or statistical information from GRANTEE.

4.1.2. Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information, including but not limited to information relating to the services rendered by the Certified Vendor, may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization; Changes in Authorized Official, Grant Contact and Project Financial Officer. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to this contract.

GRANTEE shall name an Authorized Official, Grant Contact and Project Financial Officer. GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact or the Project Financial Officer.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate 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; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness; allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on a basis consistent with state law.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on service delivery reports, programmatic performance reports or other reports. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees. GRANTEE shall submit contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, and steps taken to resolve the problem and when the problem was resolved.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.6. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES. OAG grant

funds are paid on a cost reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2013, GRANTEE will submit fiscal year end required reports.

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted in this contract, GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit report – "timely" means on or before May 31, 2013; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Submission of Requests for Reimbursement to the OAG. THE GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES TO THE TERMS OF THE OAG'S NOTICE OF "SECOND EXTENSION OF VENDOR CERTIFICATION" DATED JUNE 20, 2012.

4.3.6 THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:

4.3.6.1 GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.

4.3.6.2 Any contractual rights, duties or liabilities between the Certified Vendor and the GRANTEE, (that exist under a "Services Agreement" or other contract between Certified Vendor and the GRANTEE), are not intended to be affected or changed by this contract between the OAG and GRANTEE.

4.3.6.3 The Certified Vendor will send its "Service Agreement Renewal Notice" and

invoice (either annually or quarterly which detail the amount due for each quarter) to GRANTEE by September 1, 2012. The Certified Vendor will notify the OAG within 20 days of the notices being sent that they were sent.

4.3.6.4 GRANTEE shall submit an invoice to the OAG for the prior quarter by the 5th of the next month following the end of each quarter. The quarters for FY2013 end on November 30, February 28, May 31, and August 31. GRANTEE shall include verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.

4.3.6.5 The OAG shall pay the Certified Vendor directly the reimbursements for the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.

4.3.6.6 The OAG only pays a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.

4.3.6.7 The OAG processes payments to the Certified Vendor each quarter during FY2013 for invoices received from the GRANTEE that also include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the 5th day of the month following the end of the quarter, as defined above. The payment will be generated no later than the 30th day after the 5th day of the month following the end of the quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the 10th day of the next month following the end of each quarter.

4.3.6.8 If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will initiate an additional payment to Certified Vendor after the required documentation is received by the OAG. For these late submissions, the OAG will process a payment for the documents received by the 5th of each additional month. The payment will be generated no later than the 30th day after the 5th day of the month.

4.3.6.9 If GRANTEE does not submit the required invoice and verification to the OAG within 45 days of the next month following the end of each quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.6.10 The OAG will, within a reasonable time after payment to the Certified Vendor, provide notice to the GRANTEE that payment was made to the Certified Vendor.

4.3.7 Close-Out Invoice. GRANTEE shall submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.8 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG may offset and deduct the amount of the overpayment from any amount due to be paid, but not yet paid by the OAG under this contract. The OAG may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct a specified amount. GRANTEE and/or the Certified Vendor shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG. The OAG shall not require both GRANTEE and Certified Vendor to refund the same payment.

4.3.9 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

5. OBLIGATIONS OF THE OFFICE OF THE ATTORNEY GENERAL

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG in this contract is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is signed by both parties. GRANTEE agrees that nothing in this contract will be interpreted to create an

obligation or liability of the OAG in excess of the funds as stated in the attached Exhibit A.

5.3 Payment of Authorized Costs. In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for the purpose of this grant program, or if the appropriated funds made for the purposes of this grant program, are deemed, in the sole discretion of the OAG, required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract. Should the OAG implement this funding limitation provision, it will immediately notify GRANTEE.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, upon thirty (30) calendar days written notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach and the details of what caused the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonable be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Subsections 4.1.5, 4.3.4, 4.3.7, 4.3.8, 4.3.9; Section 7; Subsections 11.1,11.2, 11.3, 11.9,11.10; and Subsections 12.1, 12.2, 12.4, and 12.5.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG under this contract if services were not in fact provided.

6.5 Notices to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. RECORDS RETENTION AND ACCESS; AUDIT RIGHTS.

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. GRANTEE agrees that GRANTEE's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

7.4 Access. To the extent permitted by law, GRANTEE shall grant access to and make available copies of all data extracts described in Section 3.5, as well as all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract and the operation and management of GRANTEE to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to

the performance of this contract shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the contractor(s) that pertain to this contract.

GRANTEE shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant physical access to all program delivery sites to representatives of the State of Texas and/or the OAG and its designees.

7.5 Location. Any audit of documents listed in Section 7.4 shall be conducted at the GRANTEE's principal place of business and/or the location(s) of the GRANTEE's operations during the GRANTEE's normal business hours and at the OAG's expense. GRANTEE shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 7.

7.6 OAG Records Retention and Access; Audit Rights. The OAG will maintain adequate records to support payments made by the OAG to the Certified Vendor relating to the reimbursement requests by GRANTEE under this contract. The payment records will be maintained in accordance with the applicable State Records Retention provisions. The OAG shall grant access to GRANTEE and make available copies of payment records made by the OAG to the Certified Vendor relating to the reimbursement requests under this contract. The OAG shall maintain appropriate audit trails to provide accountability for payments made to the Certified Vendor relating to reimbursement requests under this contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov.

If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General

Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, including supporting documentation, audits, and equipment inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with the terms of this contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without prior notice to GRANTEE and without first requiring a corrective action plan. The OAG shall notify GRANTEE if the GRANTEE is placed on financial hold and the reasons for the financial hold. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce

funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs, and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to accounting principles which comply with OMS Circular A-87 and OMB Circular A-133, and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit the employees funded under this contract from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract. GRANTEE certifies: No federal/state 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 or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with the awarding, or the extension, continuation, renewal, amendment, or modification of this contract; and if any non-federal/state 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 or the Texas Legislature, an officer or employee of Congress or the Texas Legislature, or an employee of a member of Congress or

the Texas Legislature in connection with this contract, the undersigned shall contact the OAG for the "Disclosure Form to Report Lobbying."

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. If appropriate, GRANTEE agrees to remain in good standing with the Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws. If GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

10.6 Certifications and Assurances. Exhibit B, attached hereto and incorporated herein, and is applicable to this contract. GRANTEE agrees to strictly comply with the requirements and obligation described in Exhibit B.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that any contractor of GRANTEE performing services related to this contract will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

To the extent allowed by law, GRANTEE or GRANTEE's contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties; further, to the extent allowed by the Texas Constitution without prior encumbrance, that GRANTEE and/or GRANTEE's contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of the actions or performance of GRANTEE or GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or

the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of the GRANTEE, its employees, representatives, agents, or GRANTEE's contractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income from this contract shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income from this contract shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income from this contract during this contract term; program income from this contract not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also support the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY REQUIRED BY THIS CONTRACT IN THAT GRANTEE ASSIGNS ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR, GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It

is within the OAG's sole discretion to approve any subcontracting or assignment.

11.8 No Grants to Certain Organizations. GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. To the extent allowed by law, the Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law or a waiver by GRANTEE of immunity from liability that GRANTEE may have.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, and to the extent allowed by law, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. To the extent allowed by law, GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, or that the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, Including All Exhibits. This contract, including all exhibits reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. Any exhibit mentioned in this contract that is attached is incorporated herein. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6. Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY
GENERAL**

TRAVIS COUNTY

Attorney General or designee

Authorized Official

Printed Name

Printed Name

EXHIBIT A

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY**

OAG Contract No. 1337625

Population Size: Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed the following:

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED
Standard Maintenance Phase	\$25,016	\$8,316	12	\$33,332

AS PROVIDED BY THIS CONTRACT, GRANTEE HAS SPECIFICALLY ASSIGNED ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

EXHIBIT B

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND TRAVIS COUNTY**

OAG Contract No. 1337625

OAG CERTIFICATIONS AND ASSURANCES

**A. The Uniform Grant Management Standards (“UGMS”), Part III, Section _____.14;
Promulgated by the Office of the Governor, State of Texas,
Establish the following assurances applicable to recipients of state grant funds:**

- (1) GRANTEE must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
- (2) GRANTEE must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
- (3) GRANTEE must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
- (4) GRANTEE must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
- (5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
- (6) GRANTEE that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
- (7) When incorporated into a grant award or contract, the standard assurances become terms or conditions for receipt of grant funds. GRANTEE shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

8) GRANTEE must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. GRANTEE shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) GRANTEE will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(10) GRANTEE, as applicable, will comply, with the provisions of the Davis-Bacon Act (40 U.S.C. § § 276a to 276a-7), the Copeland Act (40 U.S.C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction sub agreements.

(11) GRANTEE, as applicable, will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) GRANTEE will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) GRANTEE will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) GRANTEE, as applicable, will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(15) GRANTEE, as applicable, will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been

identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) GRANTEE, as applicable, will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(17) GRANTEE, as applicable, will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(18) GRANTEE, as applicable, will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(19) GRANTEE, as applicable, will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) GRANTEE, as applicable, will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) GRANTEE, as applicable, will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) GRANTEE, as applicable, will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) GRANTEE, as applicable, will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) GRANTEE, as a signatory party to the grant contract, must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) GRANTEE must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

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"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>

Grant Title:	Family Violence Accelerated Prosecution Program			
Grant Period:	From:	9/1/12	To:	8/31/13
Grantor:	State of Texas, Office of the Governor, Criminal Justice Division (STOP VAWA Federal Act.)			
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:	OVW/Office on Violence Against Women			
Originating Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>	
Will County provide grants funds to a subrecipient?			Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	\$121,905.15	\$31,534.30	\$16,365.28	\$17,088.00	\$186,892.73
Operating:	0	0	0	\$653.66	\$653.66
Capital Equipment:	0	0	0	0	0
Indirect Costs:	0	0	0	0	0
Total:	\$121,905.15	\$31,534.30	\$16,365.28	\$17,741.66	\$187,546.39
FTEs:	1.54	.60	.14	0.00	2.28

Permission to Continue Information				
Funding Source (Account number)	Personnel Cost	Operating Transfer/Contribution to Grant	Estimated Total	Filled FTE
	\$	\$	\$	

Department	Review	Staff Initials	Comments
County Auditor	X	JM	
County Attorney	X	JC	

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/31/12	9/30/12	
Applicable Depart. Measures						
Average days to file a FV Misd Case	15	11	12	15		

Number of FV Misd Cases set for Jury in County Court 4	Under 300	346	163	224		
Measures For Grant	Projected	12/31/11	3/31/12	6/31/12	9/30/12	Projected
Number of Interns trained to provide direct assistance to victims/survivors of FV.	2	2	3	0		
Outcome Impact Description						
Number of victims assisted and supported by granted funded victim counselors and interns through TCAO FV Division.	400	158	192	169		
Outcome Impact Description						
Number of victims assisted with crime victim compensation applications by funded victim counselors and interns.	50	12	5	3		
Outcome Impact Description						

PBO Recommendation:

PBO concurs with acceptance of this continuation grant.

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 Travis County Attorney's Office (TCAO) seeks to continue enhancing its victim outreach services and increase the efficiency of prosecuting family violence criminal cases. The high volume of family violence cases, each with a victim needing outreach, combined with a historically slow intake process and the request for trials have contributed to a significant backlog of jury trials in past years.

Accelerated prosecution is the process of using the same prosecutorial team from the time a complaint is reviewed until a final disposition of the case is reached. Utilizing accelerated prosecution avoids the traditional intake process and its inherent time delays. Instead of two departments reviewing one case, family violence cases will be comprehensively reviewed and prosecuted by the same team of family violence prosecutors.

With a streamlined intake process, TCAO will continue to reduce the family violence filing days from 60 days to less than 15 days. As recently as December of 2011, cases were being filed in 11 days.

Furthermore, accelerated prosecution allows for prosecutors to plan case strategy earlier. Recommendations for punishment can be made sooner and evidence such as 911 tapes, photographs and medical records can be obtained earlier. Throughout 2011, 2,636 911 wave files and 1,996 crime photos were requested.

In January 2010, the number of Jury Trials set in County Court #4 was 353. In January 2011, the number decreased to 255. In December 2011, there is a surge in the statistic (346), reflecting the desire that the judge has to have more trials, and therefore, reach a disposition in each case.

The part-time family violence prosecutor is also a key component of reaching our project's goal. This position reviews and screens cases with law enforcement and advises on evidentiary and legal issues that will affect the way in which cases are prosecuted. This position will only enhance our established project because it will ensure that each case that is filed meets the necessary criteria and that proper evidence is gathered to ensure efficient prosecution.

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

The current grant is available 1 year at a time. If the TCAO performs adequately, we have priority eligibility to re-apply for an additional year. We are required to provide a match and office space, equipment and supplies for grant funded employees. The information in section three will provide more information about the match required.

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.

A 35% match for this grant is required. The TCAO provides an in-kind match using UT School of Social Work Victim Counselor Interns. Their work provides a total of \$17,088 of in-kind match. (2 Interns working 960 hours total, at \$17.80 an hour). The TCAO also provides a cash-match of 60% for a Travis County Victim Counselor position, totaling \$31,534.30 of a cash match, coming from the general fund. In addition, we are asking that a cash match of \$16,365.28 be provided by the County to meet the match requirement for the increased funding that we are asking for. We are also using \$653.66 as an in-kind match based on the supplies that our intake attorney uses.

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

Yes, this grant contract offers 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.

Should there be discontinuance of grant funding, our office would ask the Commissioner's Court for permission to fund the attorney positions using revenue from the general fund. The likelihood of this request being granted is unknown given today's economic climate. However, no other programs will be able to be discontinued.

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.

Continuing this accelerated prosecution program will provide more outreach and connection to victims, as well as increase how quickly we are able to file charges. Additionally, the prosecutor will assist with managing the ever-increasing family violence caseload. Our part-time prosecutor will also ensure that each

case that is filed meets the needed requirements and are also accompanied by vital evidence. Last year, we filed 3,286 family violence misdemeanor cases, each case with a victim who needs outreach. Our office has also been able to meet the measure for how many cases we dismiss (688) or receive convictions (654). This project is an essential and imperative part of our office and ultimately guarantees that victims get needed support and guidance, and offenders are held accountable for their actions.

DAVID ESCAMILLA
COUNTY ATTORNEY



COUNTY ATTORNEY'S OFFICE
314 W. 11TH ST.
SUITE 300
AUSTIN, TEXAS 78701
Phone: (512) 854-9415
Fax: (512) 854-9316

**William Derryberry - PBO
David Escamilla, TCAO
Mack Martinez, TCAO
Jim Connolly, TCAO
Chantelle Abruzzo, TCAO
Dede Bell, Auditor's Office**

**TO: Jessie Mars, Auditor's Office
FROM: Megan Fox, LMSW, TCAO
DATE: September 7, 2012**

**FY 2013 Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation Grant Application
RE: #2104404**

Dear William Derryberry,

The Travis County Attorney's Office has received the grant award for the 2013 Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation Grant. This grant is from the Office of the Governor and is for the time period of 9/1/2012 – 8/31/2013.

The funding from this grant will provide TCAO with 1 FTE intake prosecutor, 1 part-time family violence prosecutor, and 1 part-time victim counselor in the summer of 2013. **The award amount for the application is \$121,905.15. The required cash match is \$16,365.28.**

TCAO is requesting that the Commissioner's Court approve the grant award. It is imperative that this issue get on the Commissioner's Court agenda for approval no later than September 18, 2012.

Attached for your review are the following documents:

- 1) Grant Summary Sheet
- 2) Resolution

Should you have any questions regarding this grant, please contact me.

Sincerely,

Megan Fox

Megan Fox, LMSW
Senior Victim Counselor
Office: 512-854-9529, Fax: 512-854-9570
Travis County Attorney's Office, Family Violence Division



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 05, 2012

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
Post Office Box 1748
Austin, Texas 78767-1748

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://cjdonline.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: WF-12-V30-21044-04 **CFDA or State ID:** 16.588
Program Fund: WF-Violence Against Women Formula Grants
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: Family Violence Accelerated Prosecution Program
Grant Period: 09/01/2012 - 08/31/2013
Liquidation Date: 11/29/2013
Date Awarded: September 05, 2012
CJD Grant Manager: Meg Kee

CJD Award Amount: \$121,905.15
Grantee Cash Match: \$48,553.24
Grantee In Kind Match: \$17,088.00
Total Project Cost: \$187,546.39

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: September 05, 2012

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://cjdonline.governor.state.tx.us>:

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

Audit Requirements – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/grants/what/>. Grantees must electronically submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://cjdonline.governor.state.tx.us/updates.aspx> for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://cjdonline.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

- (1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.
- (2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.
- (3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

- (4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.
- (5) Time should be recorded to the nearest quarter hour.
- (6) Grantee records must include a clear calculation in how the overtime was computed.
- (7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

OneStar Foundation Registration and Organization Profile for Nonprofit Corporations - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at <http://www.onestarfoundation.org/page/registration/>.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at <http://www.onestarfoundation.org/page/org-profile>. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism;
- and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

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"/>
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:	District Attorney's Office	
Contact Person/Title:	Stephen Marquez / Senior Financial Analyst	
Phone Number:	854-9900	

Grant Title:	Title IV-E Legal Administration		
Grant Period:	From:	10/1/12	To: 9/30/13
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Family and Protective Services		
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:	\$1,481,433	0	0	0	\$1,481,433
Operating:	81,619	0	0	0	\$81,619
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	375,560	0	0	0	\$375,560
Total:*	\$1,938,612	\$0	\$0	\$0	\$1,938,612
FTEs:	17.00	0.00	0.00	0.00	17.00

*This is an estimate of the allowable costs that may be submitted for PARTIAL reimbursement. The *maximum estimated* reimbursement total is \$349,742. Each quarter, the Travis County Title IV-E caseload percentage factors change which effects actual reimbursement. Federal funds are apportioned to the State for disbursement.

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"/>	RP	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures	Projected FY 13 Measure	Actual FY09	Actual FY10	Actual FY11	Projected FY 12 Measure
Applicable Depart. Measures					
# petitions filed	340	293	324	434	345
# hearings held	3700	265	3265	4073	3750

PBO Recommendation:

This is the annual request for reimbursement of Title IV-E funds for the District Attorney's Office work on foster care cases. PBO recommends approval.

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?

Travis County's contract with the Texas Department of Family and Protective Services allows Travis County to bill for some of the costs incurred by the District Attorney's Office in handling foster care cases. The Title IV-E program provides for partial reimbursement of certain legal costs associated with these judicial determinations.

The attached Allocation Plan and Budget is an estimate of salaries, fringe benefits, direct costs and indirect costs that may be submitted for partial reimbursement during FY 13.

Reimbursement formula = (cost allocated salaries and fringe benefits + supplies + other direct costs + indirect costs) x Travis County's Title IV-E caseload percentage x .50

Training reimbursement Formula (Title IV-E related) = Seminar registration costs + travel, meals and lodging costs x .75

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

The District Attorney's Office files civil suits involving the parent-child relationship on behalf of the Texas Department of Family and Protective Services. This responsibility is mandated by the Texas Family Code 264.009. If Title IV-E funds were not available for partial reimbursement of expenses, the responsibility would still remain.

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.

This request is for partial reimbursement of costs for an on-going program that was in operation before partial federal reimbursement was available. Travis County has received Title IV-E federal financial participation since FY 96.

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.

The District Attorney's Office files civil suits involving the parent-child relationship on behalf of the Texas Department of Family and Protective Services. This responsibility is mandated by the Texas Family Code 264.009.

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.

This program allows Travis County to receive partial reimbursement for a mandated responsibility.

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Contract #23940106

THIS INTERLOCAL COOPERATION CONTRACT (Contract) is entered into by and between the Texas Department of Family and Protective Services (DFPS or the Department) and Travis (County), pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

SECTION I. STATEMENT OF SERVICES TO BE PERFORMED

A. Statement of Need

DFPS is the single state agency responsible for the administration of Title IV-E of the Social Security Act related to Child Welfare Services and the Federal Payments for Foster Care, Extended Foster Care and Adoption Assistance.

In accordance with Government Code Section 40.0566, County Outreach Program, DFPS and the County desire to enter into this Contract to provide a mechanism to allow counties providing Title IV-E allowable services the opportunity to obtain federal funding. DFPS will make IV-E funds available to counties to increase the amount of legal staff and services available to process child welfare cases. "Legal services" are activities performed by attorneys, paralegals, investigators, and clerical or other legal support staff on behalf of the county, in accordance with professional legal judgment, pertaining to children who have been abused or neglected or placed in out-of-home care or children at risk of placement in out-of-home care, including pursuing terminations of parental rights and otherwise assisting children in achieving permanence. Under this Contract, allowable services include the following as described herein and as qualified in 5000 Section of the Texas Department of Family and Protective Services Title IV-E Finance Handbook (Handbook), as currently in effect and as subsequently modified. The Handbook is incorporated herein by this reference:

1. Costs directly related to the administration of the foster care program and extended foster care are deemed allowable if they are necessary and reasonable, incurred while providing proper and efficient services to Title IV-E eligible children, and are in accordance with OMB A-87, 45 CFR §95.507, and 45 CFR §1356.60(c).
2. Training Expenditures for Title IV-E training costs associated with attending or participating in IV-E approved training.

B. Statement of Work

1. County's Responsibilities:

a. The County will assist the Department in providing fair, adequate and expeditious judicial determinations regarding children eligible for services under Subtitle IV-E of the Social Security Act. Such services will be in accordance with the attached Cost Allocation Plan and with Subtitle IV-E of the Social Security Act. The County will ensure the provision of allowable Title IV-E Services to children referred by DFPS in accordance with the Handbook;

b. The County will comply with the following requirements:

- (i) Assist DFPS in identifying and meeting the needs of the children in the County who are referred by DFPS;

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- (ii) Develop an estimated annual budget for the operations of child welfare services and recommend an estimated budget to the Commissioners' Court and appear in support of same at budget hearings;
 - (iii) Authorize the expenditure of County funds and other special funds on behalf of the children in the County referred by DFPS and;
 - (iv) Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month.
- c. The County will provide the money required as match for federal funds under this Contract. In addition, the County will ensure that none of the money used as match will be federal dollars, either directly or indirectly. Furthermore, the County certifies that the money used as match has not been used to secure any other federal matching funds.
- d. The County will certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Billings) are allowable expenditures under Title IV-E. The County will be financially liable to DFPS for any and all audit exceptions identified for unallowable costs reported to DFPS in the County's Billings.
- e. The County will participate in DFPS' financial and statistical reporting systems.
- f. Health and Safety
- (i) To the extent permitted by law, the County will verify and disclose, or cause its employees and volunteers (including Child Welfare Board Members) to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code. This verification and disclosure will be required of child welfare board members and of all who have direct contact with children referred by DFPS;
 - (ii) The County will prevent or promptly remove any employee or volunteer (including Child Welfare Board members) from direct child contact and/or from access to child records who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense described in subsection (i), above; and
 - (iii) The County will promptly report any suspected case of abuse, neglect, or exploitation to DFPS as required by Chapter 261, Texas Family Code. All reports must be made within 24 hours of the discovery of the abuse or neglect. The County may report this information to DFPS' Statewide Intake at 1-800-252-5400.
- g. Confidentiality
- (i) All information obtained, learned, developed, or filed by the County in connection with the Services provided under this Contract, including data contained in official Department files or records, will be held confidential by the County in accordance with applicable Federal and State laws, rules, and regulations. The County will not disclose confidential information to any person, organization, agency, or other entity except as authorized or required by law. The County will immediately notify the Department of all requests for information deemed confidential under this Contract. In the event the County is required by law to release confidential information, the County will notify the Department in writing, prior to releasing confidential information.

- (ii) Nothing in this Section will be deemed to preclude, prevent, or prohibit access to confidential information by the Department or Department designees.
- (iii) The provisions of this Section will remain in full force and effect following termination of, or cessation of the Services required by this Contract.
- h. The County will adhere to all the legal, programmatic, and administrative requirements identified in Section 2000 of the Handbook related to the Services to be provided under this Contract.
- i. The County will maintain financial, programmatic, and supporting documents developed under this Contract for a minimum of five years after the termination of the contract period. Contract period means the effective dates of the Contract as described in Section III, below; renewals are considered to be separate contract periods.
- j. The County will submit Service delivery reports required by DFPS or self-evaluations of performance and other reports requested by DFPS in an appropriate format and on a timely basis; and to the extent permitted or required by law, make available at reasonable times and for reasonable periods, children's records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by DFPS, the U.S. Department of Health and Human Services, or their authorized representatives.
- k. The County will allow DFPS and its representatives to monitor, audit, evaluate and otherwise review the Services provided under the Contract. In addition, the County will ensure that DFPS has access to all documentation and information related to the Services provided under this Contract.
- l. The County will not use any funding received under this Contract to influence the outcome of elections or the passage or defeat of any legislative measures.
- m. Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:
 - (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 - (ii) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - (iii) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 - (iv) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - (v) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - (vi) Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*); and
 - (vii) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
 - 1) Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
 - 2) Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or

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have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- 3) Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- 4) Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.
- 5) Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

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

- n. Contractor agrees to comply with the Fair Labor Standards Act (FLSA) (29 U.S.C. §201 *et seq.*) regarding minimum wages, overtime pay, recordkeeping, and child labor.
- o. FFATA Reporting. County must report to DFPS the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in q. if County is a recipient of a federal sub-award. No direct payment will be made to County for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements in q. are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically incorporated into this Contract and shall become part of County's obligations under this Contract. DFPS may provide written notice to County of any such change in accordance with this Contract, but such notice will not be a condition precedent to County's duty to comply with revised OMB reporting requirements.
- p. Sub-Award Reporting. If County is a recipient of a federal sub-award, County will report to DFPS as set forth below unless otherwise exempted. All required information must be made publicly available according to federal law.

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- i. Sub-award Information. A federal sub-award recipient will provide the following information to DFPS according to the timeframes communicated by the Department but no later than the end of the month following the month of award of a contract with a value of \$25,000 or more, (and any modifications to these contracts that change previously reported data):
 - a. Unique identifier (DUNS Number) for the Contractor receiving the award and for the Contractor's parent company, if the Contractor has a parent company.
 - b. Name of the Contractor.
 - c. Contractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
 - d. Contractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

- q. Officers' Total Compensation (Top 5). According to the timeframes communicated by the Department but no later than the end of the month following the month of a contract award, and annually thereafter, the County will report the names and total compensation of each of the five most highly compensated executives for the County's preceding completed fiscal year if—
 - i. In the County's preceding fiscal year, the County received—
 - a. 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - b. \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

- r. CERTIFICATIONS. The certifications enumerated below represent material facts upon which DFPS relies when contracting. Both parties further agrees that each will provide immediate written notice to the other if at any time either party learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. Both parties acknowledge their continuing obligation to comply with the requirements of the following certifications:
 - i. Certification Regarding Lobbying. State and federal law place restrictions on the use of state and federal funds in regard to lobbying. Both parties certify, to the best of their knowledge and belief, that:
 - a. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of either party, to any person for influencing or attempting to influence an officer or employee of an 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.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant,

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- loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- c. Both parties will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.
 - d. Payments of appropriated or other funds to each party under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.
- ii. **Suspension, Ineligibility, and Voluntary Exclusion.** In accordance with Executive Orders 12549 and 12689 regarding federal regulations on debarment, suspension, ineligibility, and voluntary exclusion, both parties certify the following:
- a. That each party is, to the best of its knowledge and belief, not debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.
 - b. That each party will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DFPS or the U.S. Department of Health and Human Services.
 - c. That each party will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts.
- iii. **Drug-Free Workplace Certification.** Each party certifies that it will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about—
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph t.iii.a.;
 - d. Notifying the employee in the statement required by paragraph r.iii.a. that, as a condition of employment under the grant, the employee will—
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph r.iii.d.ii. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a

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central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;

- f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph r.iii.d.ii. with respect to any employee who is so convicted—
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 - iii. Making a good faith effort to continue to maintain a drug-free workplace.

2. DFPS' Responsibilities:

- a. DFPS will provide the County with the child population rate each quarter; and
- b. DFPS will process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures identified on the 4116X, State of Texas Purchase Voucher in accordance with the terms of this Contract.

SECTION II. BASIS FOR CALCULATING PAYMENT OBLIGATIONS

A. Budget Documents:

1. The amount of the Title IV-E federally reimbursable portion of this Contract is based on the Budget Documents attached hereto as Exhibit "II" entitled Budget for Title IV-E County Contracts, Form 2030CLIVE, which includes Attachments "A" and "B" (Budget Documents). Exhibit "II" and its corresponding attachments are incorporated herein by this reference.
2. The Budget Documents should be amended for each fiscal year with the written agreement of the contract manager for DFPS. If the Contract is automatically renewed, and if the parties have not agreed to amended Budget Documents, the Budget Documents are also renewed without amendment but may be later amended by agreement of the County and DFPS.
3. If the County is going to include indirect costs as part of its Billings, the Contract will include by reference either (a) the County's approved Indirect Cost Agreement with the Federal Government; or (b) appropriate documentation certifying the County's official indirect cost rate.

B. This Contract is at all times contingent upon the availability and receipt of federal funds.

C. Billing Requirements:

1. The County will submit Billings in an accurate and timely manner for each quarter by the end of the following quarter. Billings must be submitted with all documentation necessary to support the expenditures contained in the Billings.
2. DFPS will notify the County within 30 days of Billings that are inadequately documented, appear to be unallowable in whole or in part, or are not in accordance with the Budget Documents for the Contract.

3. If the quarterly Billings for the County average or are expected to average less than \$1,000 per quarter, the County may request, and the contract manager for DFPS may grant written permission to submit Billings on an annual basis with the Billing for each quarter submitted and documented separately but at the same time before the end of the first quarter of the following fiscal year.
4. Any Billing or amended Billing which is submitted to DFPS later than 7 quarters after the end of the quarter of the expense will not be processed by DFPS unless DFPS determines, in DFPS' sole discretion, that DFPS is able to submit the bill to the federal government for payment in a proper and timely fashion.

SECTION III. TERM OF CONTRACT

This Contract will be in force effective October 1, 2011 through September 30, 2012 and will automatically renew for one fiscal year at a time through September 30, 2018, unless terminated sooner.

SECTION IV. INCORPORATION BY REFERENCE. The following instruments are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s):

- A. Cost Allocation Plan and supporting narrative, if applicable
- B. Form 2031, Signature Authority Designation
- C. Copy of approved Indirect Cost Agreement, if applicable
- D. Form 4734, Federal Funding Accountability and Transparency Act (FFATA) Certifications
- E. Other forms as needed

SECTION V. MODIFICATIONS

- A. This Contract contains the entire understanding of the parties and supersedes all previous discussions, proposals, or agreements between DFPS and the County.
- B. This Contract may be modified by executing a formal written amendment signed by both DFPS and the County.

SECTION VI. TERMINATION

- A. If the County fails to provide services according to the terms of this Contract, DFPS may, upon written notice of default to the County, terminate all or any part of the Contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided under this Contract.
- B. DFPS, based on information from monitoring or other verifiable sources, may terminate this Contract for cause or take other actions including, but not limited to:
 1. Requiring the County to take specific corrective actions in order to remain in compliance with any contractual term,

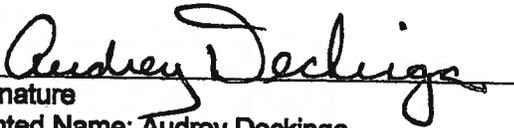
- 2. Recouping payments made to the County or imposing administrative error sanctions based on audit findings of violations of Contract requirements, and
 - 3. Suspending, placing into abeyance, or removing any contractual rights to include, but which are not limited to, withholding of payment.
- C. This Contract may be terminated at any time by mutual consent. In addition, either party may consider the Contract to be canceled by giving thirty (30) days notice to the other party. This Contract will be terminated at the end of the thirty (30) day period. This Contract will otherwise terminate by the date specified pursuant to Section III, above.

SECTION VII. CERTIFICATIONS

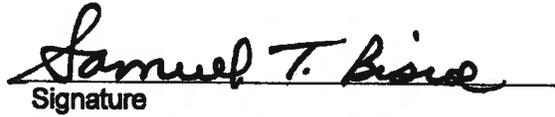
By executing this Contract, the undersigned parties bind themselves to the faithful performance of this Contract and certify their authority to enter into this Contract.

**Texas Department of Family
and Protective Services**

Travis County



Signature
Printed Name: Audrey Deckinga
Printed Title: Assistant Commissioner



Signature
Printed Name: Samuel T. Biscoe
Printed Title: County Judge

9-29-11
Date

9-6-11
Date

Contract Name: Travis County - Legal

Contract Number: 23940106

FY 2013

Please provide the person's name and number
to contact if additional information is needed: Stephen Marquez 512-854-9900

1. Do you currently have other client service contracts with DFPS or any other Governmental entity [federal, state (ISD, University) county]?

Yes No

If yes, please provide the contract number and indicate which of the following payment types is utilized for the contract:

Cost Reimbursement	Contractor is reimbursed for allowable costs.
Fee For Service	Contractor is paid a set fee per unit of service. Typically rates are negotiated with the individual vendor and may apply only to that vendor. An independent rate setting process does not exist for the contracted service.
Rate Based Payments	Contractor is paid at a pre-determined rate or fee per unit of service, which was established through a rate setting process. The rate setting process typically applies to multiple contractors who provide the service.
Other	Any other payment type not defined above.

Contract Number	Payment Type	Contract Number	Payment Type
582-10-93249 - Travis Co Environmental Crimes Prosecutor (Tx. Comm. on Environmental Quality)	Cost reimbursement	n/a - Interlocal with City of Austin - Downtown Business Dist. Atty.	cost reimbursement
1014554 - Victims Coordinator Liaison Grant (Ofc of the Atty General)	Cost reimbursement		

RAI Factor #4

2. Check the appropriate time period since your last audit (e.g., annual audit, compliance audit,) was completed by an independent auditor, including other state/federal agency.

Within 21 months Within 22-34 months 35 months or more OR No Audit completed

RAI Factor #15

3. Type of Related Party Transactions: "Doing business" refers to business activities such as purchasing or leasing (e.g., a building, a computer, or a vehicle), and/or obtaining a service (e.g., legal services, accounting services, banking services), even if the purchase/lease/service is provided at no charge from anyone related by blood, adoption or marriage to a member of your Board of Directors; a principal stockholder; or a key employee.

Does your agency do business with any of the above-mentioned parties for the following?

- Non-compensated services Yes No
- Compensated non-recurring services Yes No
- Compensated Consulting or Management services Yes No
- Compensated Building Leasing Yes No
- Compensated Transportation Yes No
- Compensated Goods and Services or Labor Yes No
- For-profit affiliated with non-profit Yes No
- Owned/operated by same or related entity Yes No

RAI Factor #10

4. The percentage of total expenditures paid out to Subcontractors in a fiscal year as allowable by contract.

- 0% no more than 30% 31% to 50% More than 50%

RAI Factor #9

5. Experience of key management staff: Note: Fiscal components refer to the financial aspect of the contract. Programmatic components refer to the program side of the contract, such as monitoring that services are provided to clients, monitoring the quality of the service delivery, ensuring compliance to the service provisions in the contract.

- | | | | |
|--|--|--|--|
| Executive Director, Sole Proprietor, President or Equivalent | <input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs | <input checked="" type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs | <input type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs |
| Accounting (Comptroller, Chief Financial Officer, Business Mgr, etc.) | <input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs | <input checked="" type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs | <input type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs |
| Program Director, Program Coordinator or Equivalent | <input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs | <input checked="" type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs | <input type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs |

RAI Factor #7

6. Check the appropriate box below if there has been any significant change in key management staff in the appropriate periods:

- No significant change in last 2 years
- Significant change in key management staff within: Last 2 years Last 12 months

RAI Factor #7

7. Total Contractor Experience

Check the appropriate box below your total contractor experience (including experience with non-DFPS agencies) providing the type of service being contracted.

- 0 to 12 months 13 to 35 months 36 to 59 months 60 or more months

RAI Factor #8

8. Check the appropriate box below if there has been any significant change in direct delivery and billing staff in the appropriate periods:

No significant change in last 2 years

Significant change in direct delivery and billing staff within: Last 2 years Last 12 months

RAI Factor #8

CERTIFICATION

Signed by an individual with documented authority as designated by the business entity.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT, AND COMPLETE.

Signature and Date

Samuel T. Riscoe Texas County, Judge
Printed Name and Title

**Budget for Title IV-E
County Legal Services Contract**

Summary				
		County:	Travis County - Legal	
		Contract Number:	23940106	
		Budget Effective Date:	10/1/2012-9/30/2013	
Cost Category		Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match
A. Administration				
A.1. Direct Personnel Salaries		\$1,100,496.00	\$198,397.42	\$902,098.58
A.2. Direct Personnel Fringe Benefits		\$380,937.00	\$68,675.32	\$312,261.68
A.3. Direct Personnel Travel		\$1,200.00	\$216.34	\$983.66
A.4. Direct Materials and Supplies		\$6,500.00	\$1,171.82	\$5,328.18
A.5. Direct Equipment		\$0.00	\$0.00	\$0.00
A.6. Direct Other Costs		\$71,150.00	\$12,826.92	\$58,323.08
Total Administration		\$1,560,283.00	\$281,287.82	\$1,278,995.18
B. Training				
B.1. Title IV-E Training (75%)		\$2,768.80	\$748.74	\$2,020.06
B.2. Title IV-E Fostering Connections Training (65%)		\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)		\$0.00	\$0.00	\$0.00
Total Training		\$2,768.80	\$748.74	\$2,020.06
C. Indirect Costs (if applicable)				
Total Indirect Costs		\$1,560,283	\$375,560.12	\$67,705.98
Grand Total		\$1,938,611.92	\$349,742.54	\$1,588,869.38

*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year: **36.056%**

Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.

Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs): **24.070%**

Contractor Certification

Signature _____

Date _____

Samuel T Biscoe Travis County Judge

Printed Name & Title

**Budget for Title IV-E
County Legal Services Contract**

Administration						
A.1. Direct Personnel Salaries						
County:		Travis County - Legal				
Contract Number:		23940106				
Budget Effective Date:		10/1/2012-9/30/2013				
Position or Title	A	B	C	D	E	F
	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Assistant District Attorney VII	\$8,777.00	100%	12	\$105,324.00	\$18,987.81	\$86,336.19
Assistant District Attorney VI	\$7,656.00	100%	12	\$91,872.00	\$16,562.68	\$75,309.32
Assistant District Attorney VI	\$7,474.00	100%	12	\$89,688.00	\$16,168.95	\$73,519.05
Assistant District Attorney VI	\$7,499.00	100%	12	\$89,988.00	\$16,223.04	\$73,764.96
Assistant District Attorney VI	\$6,496.00	100%	12	\$77,952.00	\$14,053.19	\$63,898.81
Assistant District Attorney VI	\$7,439.00	100%	12	\$89,268.00	\$16,093.24	\$73,174.76
Assistant District Attorney VI	\$6,952.00	100%	12	\$83,424.00	\$15,039.68	\$68,384.32
Investigator II	\$8,202.00	100%	12	\$98,424.00	\$17,743.88	\$80,680.12
Senior Paralegal	\$4,972.00	100%	12	\$59,664.00	\$10,756.23	\$48,907.77
Paralegal	\$3,992.00	100%	12	\$47,904.00	\$8,636.13	\$39,267.87
Paralegal	\$3,673.00	100%	12	\$44,076.00	\$7,946.02	\$36,129.98
Legal Secretary	\$3,965.00	100%	12	\$47,580.00	\$8,577.72	\$39,002.28
Legal Secretary	\$3,403.00	100%	12	\$40,836.00	\$7,361.91	\$33,474.09
Legal Secretary	\$3,651.00	100%	12	\$43,812.00	\$7,898.43	\$35,913.57
Law Clerk	\$3,779.00	100%	12	\$45,348.00	\$8,175.34	\$37,172.66
Law Clerk	\$1,889.00	100%	12	\$22,668.00	\$4,086.59	\$18,581.41
Law Clerk	\$1,889.00	100%	12	\$22,668.00	\$4,086.59	\$18,581.41
Total Direct Personnel Salaries				\$1,100,496.00	\$198,397.42	\$902,098.58

**Budget for Title IV-E
County Legal Services Contract**

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.

http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

Administration			
A.2. Direct Personnel Fringe Benefits			
		County:	Travis County - Legal
		Contract Number:	23940106
		Budget Effective Date:	10/1/2012-9/30/2013
Type of Fringe Benefits	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
FICA - OASDI	\$68,230.00	\$12,300.50	\$55,929.50
Health Insurance	\$150,144.00	\$27,067.96	\$123,076.04
Life Insurance	\$1,479.00	\$266.63	\$1,212.37
Retirement	\$141,852.00	\$25,573.08	\$116,278.92
Workers Compensation	\$3,275.00	\$590.42	\$2,684.58
FICA - Medicare	\$15,957.00	\$2,876.73	\$13,080.27
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Personnel Fringe Benefits	\$380,937.00	\$68,675.32	\$312,261.68

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

Administration			
A.3. Direct Personnel Travel			
		County:	Travis County - Legal
		Contract Number:	23940106
		Budget Effective Date:	10/1/2012-9/30/2013
Type of Travel Expense Note: only include travel <u>NOT</u> related to personnel training	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Mileage	\$1,200.00	\$216.34	\$983.66
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Personnel Travel	\$1,200.00	\$216.34	\$983.66

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.

http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

Please refer to the Texas State Comptroller's office for current mileage rates.

<https://fm.x.cpa.state.tx.us/fmx/travel/textravel/trans/personal.php>

**Budget for Title IV-E
County Legal Services Contract**

Administration			
A.4. Direct Materials and Supplies			
		County:	Travis County - Legal
		Contract Number:	23940106
		Budget Effective Date:	10/1/2012-9/30/2013
Materials and Supplies (description and basis of cost)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Office Supplies - consumable items	\$6,500.00	\$1,171.82	\$5,328.18
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Materials and Supplies	\$6,500.00	\$1,171.82	\$5,328.18

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

Administration A.5. Direct Equipment				
County: <u>Travis County - Legal</u>				
Contract Number: <u>23940106</u>				
Budget Effective Date: <u>10/1/2012-9/30/2013</u>				
Equipment (description and basis of cost)	Method Used (rent/lease/ purchase)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
none		\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Total Direct Equipment		\$0.00	\$0.00	\$0.00

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

Administration			
A.6. Direct Other Costs			
		County:	Travis County - Legal
		Contract Number:	23940106
		Budget Effective Date:	10/1/2012-9/30/2013
Other Costs (description and basis of cost)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Court Reporter	\$275.00	\$49.58	\$225.42
Expert Witness	\$3,000.00	\$540.84	\$2,459.16
Witness Travel	\$5,000.00	\$901.40	\$4,098.60
Interpreter	\$22,000.00	\$3,966.16	\$18,033.84
Citation Fees	\$28,500.00	\$5,137.98	\$23,362.02
Court Costs/Copy Costs	\$300.00	\$54.08	\$245.92
Transcripts	\$6,000.00	\$1,081.68	\$4,918.32
Professional Dues	\$1,500.00	\$270.42	\$1,229.58
Notary Fees	\$75.00	\$13.52	\$61.48
Publications	\$3,000.00	\$540.84	\$2,459.16
Information Services	\$1,000.00	\$180.28	\$819.72
Postage	\$500.00	\$90.14	\$409.86
Total Direct Other Costs	\$71,150.00	\$12,826.92	\$58,323.08

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

B. Training

B.1. Title IV-E Training (75%)

County: Travis County - Legal

Contract Number: 23940106

Budget Effective Date: 10/1/2012-9/30/2013

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
NOTE: Form 9321 <i>Training Expense Documentation Form</i> must be submitted to DFPS for review/approval by Federal Funds prior to training.									
Crimes Against Children Conf.	\$550.00	\$391.00	\$230.00	\$213.40	\$1,384.40	2	\$2,768.80	\$748.74	\$2,020.06
- Dallas, TX (8/12-15/13)		(based on 4		(\$.555 per mile	\$0.00		\$0.00	\$0.00	\$0.00
		nts at max		for 388 round-	\$0.00		\$0.00	\$0.00	\$0.00
Two attorneys are scheduled		reimb. rate		trip miles)	\$0.00		\$0.00	\$0.00	\$0.00
to attend at this time		of \$97.75/nt.)			\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
Total Training							\$2,768.80	\$748.74	\$2,020.06

*estimated amount allocable to Title IV-E

**Budget for Title IV-E
County Legal Services Contract**

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

B. Training									
B.2. Title IV-E Fostering Connections Training (65%)									
County: <u>Travis County - Legal</u>									
Contract Number: <u>23940106</u>									
Budget Effective Date: <u>10/1/2012-9/30/2013</u>									
Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transport- ation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
NOTE: Form 9321 Training Expense Documentation Form must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
Total Training							\$0.00	\$0.00	\$0.00

*estimated amount allocable to Title IV-E

**Budget for Title IV-E
County Legal Services Contract**

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

B. Training									
B.3. Non-Title IV-E Training (50%)									
County: <u>Travis County - Legal</u>									
Contract Number: <u>23940106</u>									
Budget Effective Date: <u>10/1/2012-9/30/2013</u>									
Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transport- ation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
NOTE: Form 9321 <i>Training Expense Documentation Form</i> must be submitted to DFPS for review/approval by Federal Funds prior to training.									
none					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
Total Training							\$0.00	\$0.00	\$0.00

*estimated amount allocable to Title IV-E

b2

**Budget for Title IV-E
County Legal Services Contract**

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

Budget Narrative

County: Travis County - Legal

Contract Number: 23940106

Budget Effective Date: 10/1/2012-9/30/2013

Clearly describe each expense to be incurred and billed to this contract, including justification for expense. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

A. Administration

A.1. Direct Personnel Salaries

All employees included in the cost allocation plan are assigned full-time to the Civil Unit of the Family Justice Division. The workload of the Civil Unit consists entirely of Child and Protective Services (CPS) cases. The Civil Unit includes seven Assistant District Attorneys, one Sr. Paralegal, two Paralegals, three Legal Secretaries, one Investigator and three Law Clerks. Because 100% of their work time is devoted to CPS cases, 100% of their Travis County salaries is included in the cost allocation plan.

A.2. Direct Personnel Fringe Benefits

Only those benefits normally paid or provided to all Travis County employees in the same job classifications are included in the plan. 100% of the fringe benefits associated with the employees listed above is included.

A.3. Direct Personnel Travel

The amount requested in Travel is for mileage charges incurred by Civil Unit staff while driving between the home office and the Texas Department of Family and Protective Services office where some Civil Unit employees work daily.

A.4. Direct Materials and Supplies

The amount included for consumable office supplies is based on projected expenditures for FY13. The consumable office supplies included in the cost allocation plan are only used in the support of the Family Justice Division Civil Unit.

A.5. Direct Equipment

Travis County will not purchase any equipment in FY13 from these funds.

A.6. Direct Other Costs

**Budget for Title IV-E
County Legal Services Contract**

The total amount for other direct costs is based on the Civil Unit's projected expenditures for FY13. Included in this category are expenditures for court reporters, expert witnesses and their travel costs, interpreters, citation fees, investigative costs, transcripts and other operating expenses necessary for CPS case preparation and presentation.

B. Training

B.1. Title IV-E Training (75%)

The total training costs are based on two Civil Unit attorneys attending the annual Crimes Against Children Conference in Dallas.

B.2. Title IV-E Fostering Connections Training (65%)

N/A

B.3. Non-Title IV-E Training (50%)

N/A

C. Indirect Costs (if applicable)

The Travis County Commissioners Court adopted an indirect cost plan prepared in accordance with OMB Circular A-87. A copy of the plan was submitted to Texas Department of Family and Protective Services in August 2002; however, Travis County's cognizant federal agency (Department of Health and Human Services) has not required submission of the plan for review and approval. The latest revision to the plan was approved by the Travis County Commissioners Court on August 28, 2012. The approved rate by the Court for the District Attorney's Office was 24.07%. Travis County's indirect rate cost allocation plan is on file in the Auditor's Office and is available for review.

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

Grant Title:	Indigent Defense System Evaluation Project				
Grant Period:	From:	09/01/12	To:	03/31/14	
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:	OOG-CJD				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	\$198,511	0	0	0	\$198,511
Operating:	\$27,290	0	0	0	\$27,290
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	\$4,517	0	0	0	\$4,517
Total:	\$230,318	\$0	\$0	\$0	\$230,318
FTEs:	1.00	0.00	0.00	0.00	1.00

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"/>	RP	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Applicable Depart. Measures						
# of misdemeanor cases evaluated for case outcome, access to attorney, and ability to post bond.	N/A	N/A	N/A	N/A	N/A	36,777 Proj. misd. dispositions for FY13
# of felony cases evaluated for case outcome, access to attorney, and ability to post bond.	N/A	N/A	N/A	N/A	N/A	11,007 Proj. felony dispositions for FY13
Measures For Grant						
Participate as a pilot site with the National Legal Aid and Defense Association/North Carolina Office of Indigent Defense Services to collect and analyze indigent defense data to develop performance measures for indigent defense systems.	N/A	N/A	N/A	N/A	N/A	47,784 Proj. felony and misd dispositions to be reviewed across 3 key areas

PBO Recommendation:

This is a new grant opportunity for the Criminal Courts to be part of a pilot program with the National Legal Aid and Defender Association/North Carolina Office of Indigent Defense Services to evaluate the indigent defense system in Travis County.

The grant provides personnel and operating funds for one Business Analyst III position from July 1 2012 through March 31, 2014.

There are no match requirements or commitment to continue the program after the grant expires. PBO recommends approval.

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 Travis County Criminal Courts have been selected as a pilot site to work with the National Legal Aid and Defender Association/North Carolina Office of Indigent Defense Services to evaluate our Indigent Defense System. The project will encompass evaluating our Indigent Defense System in three key areas: case outcomes, access to attorney, and ability to post bond. Part of the project will be to develop a tool kit for other jurisdictions on how to set-up a way to effectively evaluate indigent defense outcomes and criminal justice outcomes on a regular basis. The purpose of the project is not to critique our Indigent Defense System, but to develop performance measures and use evidence-based approaches to enhance system performance. Participation in this evaluation project will require an FTE researcher who will be dedicated to analyzing Travis County data and working with the other sites in the nation participating in this project. The Governor's Office Criminal Justice Division is providing Travis County the funding via a discretionary grant in order to employ an FTE to conduct research for the project period (9/01/12 – 3/31/14) as well as necessary software and hardware for the project.

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.

This project will end when the Indigent Defense Systems Evaluation Project has been completed.

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

It has been a long term goal of the County to develop performance indicators for our Indigent Defense System. Participating in this project will give Travis County the opportunity to analyze and develop performance measures for ourselves as well as other Indigent Defense Systems in the nation.

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.

Participation in this project will provide us the opportunity to analyze our Indigent Defense System and develop performance indicators. This in turn will allow us to determine if our current indigent defense delivery system is effective and where improvements may be made.



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 05, 2012

The Honorable Samuel Biscoe
County Judge
PREVILW - Travis County - PR1.VIIW -
500 W. 11th Street, Room 2.700
Austin, Texas 78701-2103

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <http://grants.gov> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants: an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Barnett".

Christopher Barnett
Executive Director

Grant Number: SI-13-A10-26368-01 **CJDA or State ID:** 00.421
Program Fund: SF-State Criminal Justice Planning (421) Fund
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: Indigent Defense System Evaluation Project
Grant Period: 09/01/2012 - 03/31/2014
Liquidation Date: 06/29/2014
Date Awarded: September 05, 2012
CJD Grant Manager: Helen Martinez

CJD Award Amount: \$230,318.00
Grantee Cash Match: \$0.00
Grantee In Kind Match: \$0.00
Total Project Cost: \$230,318.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title 1, Part 1, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept Award' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1. Please be advised that CJD has added a Condition of Funding (CoF) that will hold funds on a specific budget line item(s) that must be met. You can review the CoF by going to the Summary tab and clicking on the View Condition of Funding link. Assuming all other Conditions of Funding noted on the Statement of Grant Award have been met, you will be able to request reimbursement for any line item except for the one(s) with the fund hold until that fund hold is cleared.



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: September 05, 2012

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://egraonline.governor.state.tx.us>.

Financial Reporting Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activities awarded.

Grant Funded Personnel Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Conflict of Interest Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://cjdnet.org/procurement> to CJD for approval prior to procurement.

Travel Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.tlpi.org>.

Law Enforcement Programs Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

- (1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.
- (2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.
- (3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

- (4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.
- (5) Time should be recorded to the nearest quarter hour.
- (6) Grantee records must include a clear calculation in how the overtime was computed.
- (7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501-1505) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

OneStar Foundation Registration and Organization Profile for Nonprofit Corporations - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at <http://www.onestarfoundation.org/regist>.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at <http://www.onestarfoundation.org/organizationprofile>. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

Travis County Resolution
Indigent Defense System Evaluation Project Grant
(Grant period 9/01/12 – 3/31/14)

WHEREAS, The Travis County Commissioners Court finds it in the best interest of the citizens of Travis County, that Travis County participate in the Indigent Defense System Evaluation Project.

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 acceptance of the grant award for the Indigent Defense Systems Evaluation Project from 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: SF-13-A10-26368-01

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"/>
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:	Sheriff's Office	
Contact Person/Title:	Karen Maxwell, Senior Planner	
Phone Number:	854-7508	

Grant Title:	TCSO Child Abuse Victim Services Personnel				
Grant Period:	From:	9/1/2012	To:	8/31/2013	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>		
Grantor:	OOG, 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 checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	OJP-DOJ-VA-Victims of Crime Act Formula Grant Program				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	24,597	0	24,891	0	\$49,488
Operating:	400	0	106	0	\$506
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
Total:	\$24,997	\$0	\$24,997	\$0	\$49,994
FTEs:	0.50	0.00	0.50	0.00	1.00

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"/>	MN	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Applicable Depart. Measures						
Crime Victims Served	3456					3598
Measures For Grant						
Number of Child Abuse victims/survivors seeking service who are served	360	120				360
Outcome Impact Description						
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

The Travis County Sheriff's Office is requesting approval of the annual contract with the Office of the Governor, Criminal Justice Division, to continue the TCSO Child Abuse Victim Services Personnel Grant. The agreement is for the second year of the grant. The grant provides resources for a full-time Victim Counselor for victims associated with child abuse. The cash match for the program will be met from the department's existing budget and no additional funds are required.

PBO recommends approval to continue the program.

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?

During FY10, the Travis County Sheriff's Office Child Abuse Unit investigated 476 cases. Many of these investigated cases involved multiple identified victims and considerable coordination between family members, community agencies and TCSO personnel. However, Victim Services personnel were only able to provide services to approximately 9% of the victims associated with these Child Abuse cases.

This grant proposal will support funding for one full-time Victim Counselor who will be responsible for service provision to the victims associated with Child Abuse cases. Services provided will include crisis intervention, safety planning, assistance with crime victims compensation and protective order processes, emotional support, and referrals to community agencies. Based on the numbers of investigated child abuse cases, and an assumption that each case involves a minimum of two victims (although many cases may involve multiple victims), it is estimated that this position will afford services to an additional 360 victims.

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

None

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.

The Sheriff's Office will budget funds to cover a 50% match. The Victim Counselor will be added into the regular call rotation for victim services personnel and TCSO will pay for the call back salary and associated fringe expenses, plus paging service for this FTE.

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

In accordance with grant rules, projects totaling less than \$50,000 may waive the indirect costs.

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.

There is no County commitment to funding if the grant is discontinued. However, by using this grant opportunity to serve a segment of victims that has previously been underserved, we can collect data and better identify the need for future requests.

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

This is a continuation of the services provided by the Travis County Sheriff's Office Victim Services Unit with the initial grant application for Child Abuse Victim Services personnel in FY11.

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.

TCSO Victim Services personnel provide crisis intervention, education regarding the criminal justice system and its participants, assistance with safety planning, assistance with crime victim compensation applications, protective order processes, emotional support, coordination of case activity, transportation of victims, and referrals to community agencies in an effort to reduce the trauma for victims. Currently TCSO Victim Services personnel are on-call 24 hours per day, 365 days per year as a means of ensuring immediate crisis intervention. Approximately 700 on-call requests for Victim Services response are received each year.

TCSO investigates in excess of 500 cases of Child Abuse annually; however, prior to grant funding received for FY11, there were no TCSO Victim Services personnel dedicated to providing services to victims associated with Child Abuse cases. This resulted in only about 9% of the Child Abuse victims receiving services in FY10. During the eight months of FY11 the Child Abuse grant was staffed, TCSO was able to serve victims in 19% of the 550 child abuse cases investigated due to the implementation of the Child Abuse Victim Services personnel.

The Victim Counselor provided through this project will be included in the existing on-call rotation, and will hold within their primary duties the provision of services to victims associated with Child Abuse cases. Through this project it is estimated an additional 360 victims would receive services from TCSO Victim Services personnel.



GREG HAMILTON
TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

JAMES N. SYLVESTER
Chief Deputy

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

September 11, 2012

MEMORANDUM

To: The Travis County Commissioners Court
From: Karen Maxwell, Senior Planner
**Subject: General Victim Assistance Grant Acceptance Request
Office of the Governor, Criminal Justice Division**

I am pleased to inform the Court that TCSO has been notified of an award made by the Office of the Governor, Criminal Justice Division for grant funding under the General Victim Assistance Direct Services solicitation for FY13 to provide a Victim Counselor focused on serving the victims of child abuse cases. This application request was presented to Court on February 17, 2012, Item 5b, and was approved on consent at that time.

For the past two years, you have supported our request to provide a victim services staff member dedicated solely to the provision of services to victims associated with Child Abuse cases with awarded grant funding. Continuation of this project will provide services including crisis intervention, safety planning, assistance with Crime Victim Compensation applications and Protective Order processes, emotional support, and referrals to community agencies to a total of 360 victims referred from the Child Abuse cases that TCSO investigates. Total project costs will be \$49,994, with TCSO providing 50% of that amount in match as we work to assimilate this position and wean off of the grant funding now that the project has demonstrated its efficacy.

Child abuse in all forms—neglect, physical, emotional and sexual—can have far-reaching effects on children, producing a multitude of social issues. Because families are most ready to change their non-productive approaches to problem solving during a time of crisis, it is critical that services are offered to families in the early stages of escalating violence. Travis County Sheriff's Office Victim Services personnel respond to the needs of these victims through on-scene response at the request of sworn personnel.

We are requesting the Commissioners Court accept this grant award. If you have questions, please don't hesitate to contact me at 854-7508. Thank you each in advance for your attention to this matter and your continued commitment to serving victims in Travis County.

cc: Matt Naper County Auditor's Office
Jim Connolly, County Attorney's Office
Travis Gatlin, PBO



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

August 29, 2012

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
PO Box 1748
Austin, Texas 78767-1748

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://cjdonline.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: VA-12-V30-23166-03 **CFDA or State ID:** 16.575
Program Fund: VA-Victims of Crime Act Formula Grant Program
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: TCSO Child Abuse Victim Services Personnel
Grant Period: 09/01/2012 - 08/31/2013
Liquidation Date: 11/29/2013
Date Awarded: August 29, 2012
CJD Grant Manager: Jami Krueger

CJD Award Amount: \$24,997.00
Grantee Cash Match: \$24,997.00
Grantee In Kind Match: \$0.00
Total Project Cost: \$49,994.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: August 29, 2012

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://cjdonline.governor.state.tx.us>:

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

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July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization -- Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

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- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

OneStar Foundation Registration and Organization Profile for Nonprofit Corporations - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at <http://www.onestarfoundation.org/page/registration/>.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at <http://www.onestarfoundation.org/page/org-profile>. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism; and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

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"/>
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:	Juvenile Probation	
Contact Person/Title:	Maya Duff	
Phone Number:	854-7046	

Grant Title:	Juvenile Accountability Block Grant (JABG) Local Assessment Center				
Grant Period:	From:	09/01/2012	To:	08/31/2013	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input 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 checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	U.S. Department of Justice				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	\$55,897	0	\$11,280	0	\$67,177
Operating:	\$43,638	0	0	0	\$43,638
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	\$1,990	0	0	0	\$1,990
Total:	\$101,525	\$0	\$11,280	\$0	\$112,805
FTEs:	1.00	0.00	0.34	0.00	1.34

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"/>	RP	
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	
Total number of youth receiving mental health and/or substance abuse screening	2031	663				2031
Number (percentage) of youth identified as requiring more extensive assessment	812 (40%)	228 (34%)				812 (40%)
Number (percentage) of youth who receive more extensive assessment based on need	731 (90%)	192 (84%)				731 (90%)
Measures For Grant						
Graduated Sanctions	2031	663				2031
Outcome Impact Description	Number of eligible youth served using Graduated Sanctions approaches					
Successful Completion	2031	663				2031
Outcome Impact Description	Number of program youth completing program requirements					
Full Assessments Given	2031	663				2031
Outcome Impact Description	Number of program youth fully assessed using risk and needs assessments					
Recidivism	366	100				366
Outcome Impact Description	Number of youth who reoffend					
Services Received	731 of 812	192 of 228				731 of 812
Outcome Impact Description	Number of times services identified through youth assessment that are actually received by the assessed youth.					
Detentions Alternatives	1422	514				1422
Outcome Impact Description	Number of cases that result in alternatives to detention					

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of the annual contract with the Office of the Governor, Criminal Justice Division for the existing Juvenile Assessment Center Grant Program. The supplemental funding supports the program, which provides juveniles with a comprehensive Adolescent Severity Inventory (substance abuse), a mental status examination, and screening for developmental disabilities at the front end of the referral process to the department so they can be directed to the appropriate services at Travis County Juvenile Probation Department in a timely manner.

This is the continuation of an existing grant that was first approved in FY 99. The required grant match is met through the department existing budget and no additional resources are needed. In addition, the grant does not require the service level be continued after termination of the grant cycle.

PBO recommends approval of this contract.

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 JABG program's purpose is to develop programs that promote greater accountability in the Juvenile Justice System. Screening and assessing youth at the front end of the referral process to Travis County Juvenile Probation (TCJPD) ensures proper service delivery and case management for youth with substance abuse issues, mental health disorders, and/or developmental delays. Proper screening and further assessments when indicated affords juveniles a greater opportunity to change their life-course when given proper support at onset of the activity in the juvenile justice system. The goal of the program is to screen and assess all youth who are referred to TCJPD in a timely fashion and direct them to appropriate services that may be needed to reduce substance abuse, address mental health issues, and /or address developmental delays in order to divert them from a path of serious, violent and chronic delinquency. The grant will pay for one FTE counselor and/or Therapist (licensed) and another licensed counselor and/or Therapist as the required cash match of \$11,280.

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

N/A There is no long term County commitment.

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.

The Juvenile Accountability Block Grant program requires a grantee match of at least 10%, which is calculated on the total project costs, not on the amount requested from CJD. The match requested is \$11,280 which represents the 10% requested of personnel and fringe.

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

A 2% indirect cost rate has been calculated at \$1,990.

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.

The Department intends to request subsequent year continuation funding for the Juvenile Assessment Center through proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity to consider investment in the assessment center as well as other areas of Substance Abuse Services only after all other sources of funding have been exhausted.

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

N/A This is not a new 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 Juvenile Assessment Center will continue to improve systems of screenings and assessments which result in more appropriate treatment placement.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
DOMESTIC RELATIONS OFFICE
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES

TO: Aerin Toussaint, PBO
Budget Analyst

FROM: *Britt Canary for Estela P. Medina*
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: *Maya Duff*
Maya Duff
Program Coordinator

SUBJECT: Approval of Contract Award to Juvenile Accountability Block Grant (JABG) Local Assessment Center

DATE: September 10, 2012

The Office of the Governor has awarded continuation funding to Travis County Juvenile Probation through the Juvenile Accountability Block Grant (JABG) Local Assessment Center in the amount of \$101,525 to supplement the Department's Juvenile Assessment Center. The match of \$11,280 is required and represents 10% of the personnel/fringe benefits for a licensed counselor/therapist. The total project cost is \$112,805.

The goal of the Juvenile Assessment Center is to provide juveniles with an initial screening with the Massachusetts Youth Screening Instrument – Second Version (MAYSI-2) and Substance Use Survey (SUS) Screening Inventory. This secured funding will support the cost of mental health assessment services and a licensed counselor/therapist.

Please review this item and place it on the **September 25th** Commissioner's Court agenda for their consideration and action. Please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Rhett Perry
Britt Canary
Dr. Daniel Hoard
Sylvia Mendoza
Michael Williams
Lisa Eichelberger
Grant File



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

August 29, 2012

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
2515 South Congress Avenue
Austin, Texas 78704-5513

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://cjdonline.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: JB-11-J20-13391-14 **CFDA or State ID:** 16.523
Program Fund: JB-Juvenile Accountability Incentive Block Grants
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: JABG Local Juvenile Assessment Center
Grant Period: 09/01/2012 - 08/31/2013
Liquidation Date: 11/29/2013
Date Awarded: August 29, 2012
CJD Grant Manager: Cheryl Charlet

CJD Award Amount: \$101,525.00
Grantee Cash Match: \$11,280.00
Grantee In Kind Match: \$0.00
Total Project Cost: \$112,805.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

111



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: August 29, 2012

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://cjdonline.governor.state.tx.us>:

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

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- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

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Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at <http://www.onestarfoundation.org/page/org-profile>. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism; and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

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"/>
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:	Juvenile Probation	
Contact Person/Title:	Maya Duff	
Phone Number:	854-7046	

Grant Title:	Residential Substance Abuse Treatment (RSAT) Program				
Grant Period:	From:	10/1/2012	To:	9/30/2013	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input 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 checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	U.S. Department of Justice				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	\$58,376	\$47,914	0	0	\$106,290
Operating:	\$85,367	0	0	0	\$85,367
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
Total:	\$143,743	\$47,914	0	\$0	\$191,657
FTEs:	1.00	0.75	0	0.00	1.75

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"/>	RP	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Applicable Depart. Measures						
Total number of juveniles served in RSAT Program	103	38				102
Total number of juveniles discharged	79	15				76
Percentage of juveniles successfully completing the program	80%	80%				80%
Measures For Grant						
Number successful in completing program and pass their drug tests	63	12				61
Outcome Impact Description	Determined by the number of participants entering the RSAT program and the number of offenders who have completed the program and remained drug free throughout the duration of program					
Total number of treatment beds supported by non-grant funds, but enhanced with grant funded services.	74	74				74
Outcome Impact Description	The number of beds we have to service youth with mental health or substance abuse treatment who will be provided contractual treatment services paid by the grant. This will also include expanded services for cognitive behavior therapy training, vocational training, etc.					
Number of residential treatment days for offenders	11,898	2,149				11,660
Outcome Impact Description	Treatment is available for youth in the ISC Programs on a daily basis. In addition to daily Cognitive Behavior Therapy, students receive 30 hours a week of CD Treatment facilitated by Qualified Credentialed Counselors.					
Number of Offenders Entering an Aftercare Program	63	12				61
Outcome Impact Description	Treatment is available for youth in the Leadership academy on a daily basis. Upon completion of the RSAT programming, residents "step down" into a Day Enrichment and/or Drug Court Program for the next level of treatment. All students enter into Aftercare Programming with some level of supervision provided.					
Total number of treatment beds supported by grant funds and continue receiving grant support	74	74				74

Outcome Impact Description	The number of beds we have to service youth with mental health or substance abuse treatment who will be provided contractual treatment services paid by the grant. This will also include expanded services for cognitive behavior therapy training, vocational training, etc.
----------------------------	--

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners approval of the annual contract with the Office of the Governor, Criminal Justice Division for the Leadership Approval Dual Diagnosis Unit--Residential Substance Abuse Treatment Program. This grant provides \$143,743 in funding for a full time counselor and substance abuse and/or mental health contracted services for juveniles identified as needing this level of treatment within the Intermediate Sanctions Center. This is the continuation of an existing grant program.

The grant match is funded by using a portion of the expenses for one Residential Treatment Officer budgeted in the General Fund. No additional General Fund resources are required and the grant does not require any long term commitment.

PBO recommends approval of this request.

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?

Travis County Juvenile Probation Department has been awarded funding for the continuation of the OOG Criminal Justice-Residential Substance Abuse Treatment Fund in the amount of \$143,743 to continue services provided to juveniles determined to have co-occurring mental health and substance abuse issues. The match of \$47,914 is internally funded through a portion of one counselor position.

The goal of the Residential Substance Abuse Treatment program is to provide safe, secure, effective, individualized treatment for dually-diagnosed (co-occurring) juveniles in our residential facility. The financial resources that have been secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and contractual substance abuse provider and/or mental health services.

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

N/A. There are no long term County commitments.

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.

A 25 percent match (\$47,914) has been calculated. The positions indicated by the match will work directly with the Substance Abuse Units and/or provide Drug/Alcohol Education Groups; the .75 represents a portion of salaries for one chemical dependency counselor.

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

There is no provision in this grant for indirect costs.

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.

The program will not discontinue upon discontinuation of the grant. The Department intends to request subsequent year continuation funding through proposals submitted to the Federal and State government, as well as private foundations. Only after all other resources are exhausted will the County be given the opportunity to consider investment in the proposed program as well as other areas of the Residential Division of the Juvenile Probation Department.

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

N/A. This is not a new 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.

It has been determined that several significant barriers interfere with successful re-integration into the community. These barriers include but are not limited to educational deficiencies, substance abuse problems compounded with mental health concerns, and/or lack of social/life skills. The ability to demonstrate success with this population is contingent upon the services, treatment, and activities available to these youth.

The Travis County FY 2012 Community Plan for the Coordination of Criminal Justice and Related Activities, section on Juvenile Justice, Priority C states that Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems. Substantive resources are required to counter the predictability of juvenile and young adult offenders becoming further entrenched in the criminal justice system.

Successful re-entry into our community is in alignment with TCJPD's mission of public safety, while effectively addressing the needs of juveniles, families, and victims of crime. We intend to reach youth at risk of remaining chemically dependent and who may have co-occurring disorders. Providing residential substance abuse services and other ancillary services will empower these youth to begin a new life as law-abiding, productive citizens.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Aerin Toussaint, PBO
Budget Analyst

FROM: *Best Copy for Estela P. Medina*
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: *Maya Duff*
Maya Duff
Program Coordinator

SUBJECT: Approval of Contract Award to Continue Residential Substance Abuse Treatment (RSAT) Program

DATE: September 10, 2012

The Office of the Governor has awarded continuation funding to Travis County Juvenile Probation through the Criminal Justice-Residential Substance Abuse Treatment Fund in the amount of \$143,743 to continue services provided to juveniles determined to have co-occurring mental health and substance abuse issues. The match of \$47,914 is internally funded through a portion of one counselor position.

The goal of the Residential Treatment Services program is to provide safe, secure, effective, individualized treatment for dually-diagnosed (co-occurring) juveniles in our residential facility. Financial resources secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and contractual substance abuse provider and/or mental health services.

Please review this item and place it on the **September 25th** Commissioner's Court agenda for their consideration and action. Please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Rhett Perry
Darryl Beatty
Jim Gobin
Ena Brent
Sylvia Mendoza
Michael Williams
Lisa Eichelberger
Grant File





State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

August 29, 2012

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
2515 South Congress Avenue
Austin, Texas 78704-5513

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://cjdonline.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: RT-10-A10-18122-08 **CFDA or State ID:** 16.593
Program Fund: RT-Residential Substance Abuse Treatment for State Prisoners (RSAT)
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: Leadership Academy (Dual Diagnosis Unit)
Grant Period: 10/01/2012 - 09/30/2013
Liquidation Date: 12/29/2013
Date Awarded: August 29, 2012
CJD Grant Manager: Toni Kanetzky

CJD Award Amount: \$143,743.00
Grantee Cash Match: \$47,914.00
Grantee In Kind Match: \$0.00
Total Project Cost: \$191,657.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: August 29, 2012

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://cjdonline.governor.state.tx.us>:

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

Audit Requirements – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/grants/what/>. Grantees must electronically submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://cjdonline.governor.state.tx.us/updates.aspx> for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://cjidonline.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

- (1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.
- (2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.
- (3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

- (4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.
- (5) Time should be recorded to the nearest quarter hour.
- (6) Grantee records must include a clear calculation in how the overtime was computed.
- (7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

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Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at <http://www.onestarfoundation.org/page/org-profile>. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism;
- and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

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"/>
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:	Juvenile Probation	
Contact Person/Title:	Maya Duff	
Phone Number:	512-854-7046	

Grant Title:	Community Partners for Children Coordinator				
Grant Period:	From:	09/01/2012	To:	08/31/2013	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>		
Grantor:	Austin/Travis County Integral Care (ATCIC)				
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:	U.S. Department of Health and Human Services				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	\$69,956	0	0	0	\$69,956
Operating:	0	0	0	0	0
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	0
Total:	\$69,956	\$0	0	\$0	\$69,956
FTEs:	1.00	0.00	0	0.00	1.00

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"/>	RP	
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	
Number of youth served by program	124	N/A	N/A	N/A	N/A	124
Percentage of youth served by program who are of juvenile age	95%	N/A	N/A	N/A	N/A	95%
Number of youth participant in program from TCJPD	45	N/A	N/A	N/A	N/A	41
Number discharged and percent of youth who successfully completed the program	34 (65%)	N/A	N/A	N/A	N/A	38 (68%)
Number and percent of youth re-referred to TCJPD or arrested as an adult	9 (27%)	N/A	N/A	N/A	N/A	11 (29%)
Measures For Grant						
Not applicable	N/A	N/A	N/A	N/A	N/A	N/A
Outcome Impact Description						

PBO Recommendation:

The Juvenile Probation Department is requesting approval of the annual agreement with the Austin/Travis County Integral Care to continue the Austin/Travis County Integral Care Community Partners for Children Coordinator Program. The grant provide funds to support one FTE who serves as the point of access and referral for children and families with complex needs who meet criteria for receiving services through Austin/Travis County Integral Care.

The grant provides \$\$69,956 and requires no County match. The grant does not require the program to continue after termination, but the department has indicated that should funding discontinue, they will seek additional resources to continue the position. The grant term is from September 1, 2012 to August 31, 2013.

PBO recommends approval of the contract in order to continue the program.

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?

Austin/Travis County Integral Care has renewed our Community Partners for Children Coordinator contract. This contract will provide a single point of access to youth and families receiving services through Community Partners for Children. Through this contract, ATCIC agrees to provide \$69,956 to the Juvenile Probation Department. This contract supports one full time staff person who serves as the Community Partners for Children Coordinator. This position provides access to community services for families with children that have complex needs.

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

There has been some additional funding provided by TCJPD in the past years. County funds have paid the longevity in the past for the position and COLA increases due to limited funding from the grantor. Funding may be needed for additional mileage, etc.

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 County match is required.

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

Not applicable.

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.

There is no one program directly associated with this agreement. Instead, the activities that are supported through this agreement represent progressive efforts to streamline access to services that are already in existence and that are funded through other sources.

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

Not applicable.

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 activities supported through this contract affect TCJPD's current services in that they provide for a single point of access and referral for services provided by ATCIC and other government and non-profit agencies in the county that collaborate to serve youth with special needs.

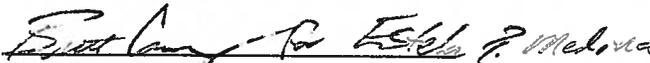


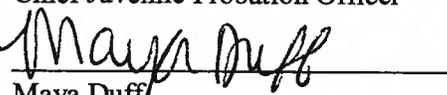
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
DOMESTIC RELATIONS OFFICE
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES

TO: Aerin Toussaint, PBO
Budget Analyst

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: 
Maya Duff
Program Coordinator

SUBJECT: Approval of Contract Award to Continue FY13 Austin/Travis County Integral Care (ATCIC)
Community Partners for Children Coordinator

DATE: September 12, 2012

Austin/Travis County Integral Care (formerly Mental Health Mental Retardation Center A/TCMHMR) has proposed continuing our inter-local agreement to fund our Community Partners for Children Coordinator (formerly the Community Resource Coordinator Grant- CRCG). Through this contract, ATCIC agrees to provide \$69,956 to the Juvenile Probation Department. This contract supports one full-time staff person who serves as the Community Partners for Children Coordinator. This staff will continue to provide children and their families with complex needs a single point of access, information, and referral to community service providers.

Please review this item and place it on the **September 25th** Commissioner's Court agenda for their consideration and action. Once approved, we will send the contract to ATCIC for their signature. If you have any questions, please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Rhett Perry
Barbara Swift
Gail Penney-Chapmond
Sylvia Mendoza
Lisa Eichelberger
Michael Williams
Grant File



**Austin Travis County
Integral Care**

Behavioral Health & Developmental Disabilities Services

August 23, 2012

Travis County Juvenile Probation Department
Attn: Chief Estela Medina
2515 S. Congress Ave.
Austin, TX 78704

Dear Ms. Medina:

Please find enclosed two originals of the Agreement for Services (the "Agreement") with Austin-Travis County Mental Health and Mental Retardation Center dba Austin Travis County Integral Care ("ATCIC"). Please sign and return both originals of the Agreement within 10 business days to my attention at P.O. Box 3548, Austin, TX 78764-3548. Once ATCIC's representative has signed the Agreement, we will forward one fully signed original to you.

If you have any questions, please contact me at (512) 440-4062.

Sincerely,

Arianna Franz
Coordinator of Legal and Medical Services

Enclosures

AGREEMENT FOR SERVICES
between
**AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION
CENTER dba AUSTIN TRAVIS COUNTY INTEGRAL CARE**
and
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

THIS AGREEMENT is made and entered into by and between the Austin-Travis County Mental Health and Mental Retardation Center dba Austin Travis County Integral Care, a community center under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended, (the "Local Authority") and Travis County Juvenile Probation Department ("Contractor"), a political subdivision of the State of Texas, for the purpose of providing the services described below.

RECITALS

WHEREAS, pursuant to the Texas Health & Safety Code § 533.035(a) and House Bill 2292 §1.19(a)(2), the Texas Department of State Health Services (DSHS) delegates to Local Authority the authority and responsibility for planning, policy development, coordination, including coordination with criminal justice entities, and resource development and allocation for and oversight of mental health services in the most appropriate and available setting to meet individual needs in Travis County, Texas; and

WHEREAS, pursuant to the Texas Health & Safety Code § 533.035(a) and House Bill 2292 §1.20(a)(3), the Texas Department of Aging and Disability Services (DADS) delegates to Local Authority the authority and responsibility for planning, policy development, coordination, and resource development and allocation for and oversight of mental retardation services in the most appropriate and available setting to meet individual needs in Travis County, Texas; and

WHEREAS, as the local mental health/mental retardation authority, Local Authority has the authority and responsibility for the planning, policy development, coordination, resource allocation and resource development for and oversight of mental health and mental retardation services for Travis County; and

WHEREAS, Contractor desires to contract with Local Authority to provide certain services more particularly described herein.

WHEREAS, this Agreement sets forth the terms and conditions evidencing the agreement of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**I.
LOCAL AUTHORITY PERSONNEL**

The Local Authority staff member responsible for monitoring this Agreement is Arturo Hernandez or his/her successor or designee (s).

The Local Authority staff member authorized to approve billing hereunder is Arturo Hernandez or his/her successor or designee (s).

**II.
INDEPENDENT CONTRACTOR RELATIONSHIP
BETWEEN THE PARTIES**

1. Independent Contractor.

A. The relationship between the Local Authority and Contractor shall be that of an independent contractor. It is agreed that Contractor and Contractor's personnel will not be considered an employee, agent, partner, joint venturer, ostensible or apparent agent, servant, or borrowed servant of the Local Authority.

B. Contractor understands and agrees that Local Authority will not:

- (i) Withhold on behalf of Contractor any sum for income tax, unemployment insurance, social security, or any other withholding; or
- (ii) Give to Contractor any of the benefits given to employees of Local Authority.

2. Professional Judgment. Contractor and its personnel shall exercise its own professional judgment in the performance of the services described herein.

**III.
OBLIGATIONS OF CONTRACTOR**

1. Services. The services to be provided by Contractor are set forth in **Exhibit A** (the "Services").

2. Qualifications. Any required Professional and educational qualifications of Contractor and/or Contractor's personnel are set forth in **Exhibit B**.

3. Work Made for Hire. All work developed or prepared by Contractor pursuant to this Agreement (the "Work Product") is the exclusive property of the Local Authority. All right, title and interest in and to the Work Product shall vest in the Local Authority upon creation and the Work Product shall be deemed to be a work made for hire and made in the course of the services rendered pursuant to this Agreement. To the extent that title to either any such Work Product or such work may not, by operation of law, vest in the Local Authority, or either such Work Product or such work may not be considered a work made for hire, all rights, title and interest thereto are irrevocably assigned to the Local Authority. The Local Authority shall have the right to obtain and to hold in its own name any and all patents, copyrights, registrations, or such other protection as may be appropriate to any particular portion of the Work Product, and any extensions and renewals thereof. Contractor shall give Local Authority, as well as any person

designated by the Local Authority, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the Services.

4. **Copyright Infringement.** Contractor warrants and represents that no property protected by copyright will be reproduced or used in performance of this Agreement without the Local Authority's prior written consent, and only then provided that Contractor has previously obtained written permission from the copyright holder(s), or has otherwise demonstrated to the satisfaction of the Local Authority its right to use such property, each to the full extent necessary in Local Authority's sole judgment.
5. **Local Authority Approval of Contractor Personnel.** Contractor agrees not to subcontract or assign any Services to any third party without the Local Authority's prior written approval. Any subcontractors or employees of Contractor are the direct and sole responsibility of Contractor.
6. **Representations.**
 - (a) Contractor represents and warrants that its employees or personnel are not currently employees of the Local Authority.
 - (b) Contractor represents and warrants that it is not more than 30 days delinquent in child support payments and is eligible to receive payments from state funds as required by Texas Family Code Section 231.006.
7. **Receipts and Records.** Contractor agrees to provide the Local Authority upon request with original receipts for the purchases of all goods and services involving the use of Local Authority funds as well as all other financial and supporting documents and statistical records.
8. **Disclosure.** Contractor agrees to disclose to the Local Authority if it or any of its subcontractors or employees rendering Services pursuant to this Agreement is currently barred from the award of a federal or state contract, or if such occurs anytime during the term of this Agreement.
9. **Immigration Reform and Control Act.** Contractor agrees to maintain appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986.
10. **AIDS/HIV Workplace Guidelines.** Contractor agrees to adopt and implement AIDS/HIV workplace guidelines and AIDS/HIV confidentiality guidelines, consistent with state and federal law.
11. **Required Reporting Regarding Licensure.** Contractor agrees that it shall report to Local Authority any allegations that either Contractor or any professional licensed or certified by the State of Texas and employed by or contracted with the Contractor and is or may provide any Services has either (a) committed an action that constitutes grounds for the denial or revocation of certification or licensure, or (b) had his/her license revoked. If Contractor or Contractor's employee has such a denial or revocation, and

thereafter provides Services, then this Agreement may be terminated without prior notice.

12. **Reports of Abuse, Neglect and Exploitation.** Contractor agrees that it shall report any allegations of abuse and neglect in accordance with applicable law including, without limitation, rules of the Texas Department of Family and Protective Services, and rules of the Texas Department of Health.
13. **Contractor's Governing Body.** Contractor agrees to provide Local Authority with a list of the members of Contractor's governing body, if applicable.
14. **Confidentiality/Protected Health Information.** Contractor shall comply with all applicable laws, rules and regulations relating to the confidentiality of information and shall establish a method to secure the confidentiality of records and other information pertaining to Covered Individuals, all as required by the applicable provisions of Texas law, the privacy and security regulations promulgated pursuant to Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and the Federal regulations contained in 42 CFR Part 2 governing confidentiality of alcohol and drug abuse records.
15. **Access.** Pursuant to Health and Safety Code 534.060, Contractor agrees to allow the Local Authority, its representatives, including independent financial auditors, or other authorized governmental agencies unrestricted access to all facilities, data, and other information under the control of the Contractor, as necessary, to enable such agencies and the Local Authority to audit, monitor, and review all financial or programmatic activities in services associated with this Agreement.
16. **Retention of Records.** Except as expressly provided otherwise in this Agreement, Contractor agrees to retain all records pertinent to the Agreement for a period of five (5) years after the date of termination or expiration of this Agreement.
17. **Lobbying and Political Activity.** Contractor shall not use funds received under this Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, federal or state, 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 grant or the extension, continuation, renewal, amendment, or modification of any contract or grant (31 USC §1352, as amended, and UGMS).

Contractor shall execute **Exhibit D**, "Certification Regarding Lobbying". If applicable, Contractor shall submit to Center Standard Form LLL (Disclosure of Lobbying Activities), containing the name(s) of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with that contract or grant, a certification that none of the funds received under this Agreement 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.

**IV.
RESPONSIBILITIES OF THE LOCAL AUTHORITY**

1. Payment.

A. In consideration of the obligations undertaken by Contractor, the Local Authority agrees to pay Contractor, in accordance with the fee schedule attached as **Exhibit C**. The maximum amount to be paid to Contractor under this Agreement is \$69,956.00.

B. Payment will be made as reflected in **Exhibit C** based upon a completed invoice approved either by Local Authority's Executive Director, or by the Local Authority employee(s) authorized to approve billing(s).

C. Payment for Services is conditioned upon the Contractor completing the documentation necessary for the Local Authority to process the invoice(s). Such documentation must be complete, legible, and properly signed with title, date, and time as required. The contents must meet applicable standards, reporting requirements and rules set forth by any governmental agency and/or the Local Authority. Contractor shall prepare a separate invoice for each Local Authority division requesting Services, and submit invoices to such division(s) on a monthly basis for the Services provided during the immediately preceding month. The standard invoice form will be used for all Services.

D. The Local Authority agrees to pay the Contractor for expenses that are incurred in performing services authorized by this Agreement as specified in writing and approved in writing in advance of such incurrence by the Local Authority employee authorized to approve billings.

- 2. Franchise Tax.** If Contractor is a corporation and becomes delinquent in the payment of its Texas Franchise tax, then payments to the Contractor due under this Agreement may be withheld until such delinquency is fully cured.

**V.
INSURANCE**

1. Contractor agrees to maintain and to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of its personnel, such policies of general, professional liability and worker's compensation insurance coverage as required by Local Authority in order to insure Contractor and Local Authority against any claim for damages arising in connection with Contractor's responsibilities or the responsibilities of Contractor's personnel under this Agreement.
2. Contractor shall furnish copies of all the above-described insurance policies and a certificate of insurance pertaining to each such policy to the Local Authority upon request. All such insurance shall be secured and maintained with an insurance company, or companies, satisfactory to the Local Authority and shall name the Local Authority as

an additional insured. The Local Authority may withhold payments under the terms of this Agreement until the Contractor furnishes the Local Authority copies of all such policies and certificates of insurance from the insurance carrier(s), showing that such insurance is in full force and effect. Contractor shall give the Local Authority 30 days' prior written notice of any proposed cancellation of any of the above-described insurance policies.

VI. INDEMNIFICATION

Contractor hereby agrees to the fullest extent permitted under the laws of the State of Texas to indemnify and hold harmless the Local Authority, its trustees, officers, employees, and agents from and against all liabilities, claims, actions, expenses (including attorney's fees and costs related to the investigation of any such claim, action, or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of the (a) performance or non-performance of Contractor's obligations under this Agreement, (b) negligence, or (c) willful misconduct; whether by the Contractor, its directors, officers, employees, or agents.

VII. TERM AND TERMINATION

1. **Term.** This Agreement shall become effective on September 1, 2012 (the "Effective Date"), and shall terminate August 31, 2013.
2. **Immediate Termination.** Local Authority may terminate this Agreement immediately if (a) Local Authority does not receive the full anticipated funding to pay for the Services under this Agreement from any funding source; (b) Local Authority has cause to believe that termination of the Agreement is in the best interests of the health and safety of any persons served under this Agreement; (c) Contractor has become ineligible to receive Local Authority funds; or (d) Contractor or its employees has its Texas or other state license or certification suspended or revoked.
3. **Termination Upon Default.** Either party may terminate this Agreement after 30 days' written notice if the other party is in default of any of the provisions herein.
4. **Termination without Cause.** Local Authority may terminate this Agreement without cause on thirty (30) days' written notice to Contractor.
5. **Termination by Mutual Consent.** This Agreement may be terminated by the mutual consent of both parties.

VIII. MISCELLANEOUS

1. **Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, ethnicity, color, national origin, religion, sex, sexual orientation, age, disability, or political affiliation, will be excluded from participation, be denied the benefits of, or be

subject to discrimination in the provision of any Services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991, and the Age Discrimination in Employment Act of 1967, all amendments to each and all requirements imposed by the regulations issued pursuant to these Acts.

2. **Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Local Authority and Contractor, respectively.
3. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.
4. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
5. **Notices.** Any required notice hereunder shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Local Authority or Contractor at the address for such recipient shown below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Local Authority:

Austin-Travis County Mental Health and Mental Retardation Center
dba Austin Travis County Integral Care
David Evans, Executive Director
P.O. Box 3548
Austin, Texas 78764-3548

With a copy to the Local Authority's General Counsel at the same address.

If to Contractor:

Travis County Juvenile Probation Department
Attn: Chief Estela Medina
2515 S. Congress Ave.
Austin, Texas 78704

6. **Severability.** The invalidity or unenforceability of any term of provision hereof shall not affect the validity or enforceability of any other terms or provisions.
7. **Authority to bind Local Authority.** This Agreement is not binding upon the Local Authority unless and until it has been executed by Local Authority's Executive Director or his designee.
8. **Survival.** The provisions of this Agreement which, by their nature, are intended to survive termination or expiration of this Agreement shall so survive including, without limitation, Sections III.3., III.4., III.6., III.14, III.16., V., VI. and VIII.

9. **Contractor's Authority.** The person or persons executing and signing this Agreement on behalf of the Contractor guarantee that they have been fully authorized by the Contractor to execute the Agreement and to legally bind the Contractor to all the terms and provisions of the Agreement.
10. **Exhibits.** All Exhibits referred to in this Agreement and attached hereto are incorporated herein by this reference.

AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER
dba AUSTIN TRAVIS COUNTY INTEGRAL CARE

By: _____
Arturo Hernandez, Director of Child and Family Services

Date: _____

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

By: _____
Estela P. Medina, Chief Juvenile Probation Officer

Date: _____

By: _____
Samuel T. Biscoe, Travis County Judge

Date: _____

EXHIBIT A

SERVICES TO BE PROVIDED

The services to be provided by Contractor (collectively, the "Services") include (a) providing (1) full-time person to serve as a Community Partners For Children Coordinator (such Community Partners For Children Coordinator sometimes hereinafter referred to as "Staff"), and (b) providing Staff with appropriate office space, supplies and furniture. Staff's responsibilities shall include, but may not be limited to (a) determining and identifying the strengths and needs of those persons with complex needs, and (b) coordinating care and serving as the single point of access, information and referral to other community-based providers for children and families with complex needs. Staff will be involved in training with appropriate community partners.

EXHIBIT B

QUALIFICATIONS OF CONTRACTOR

Staff must have a minimum of a bachelor's degree and either (a) have at least five (5) years of experience with children and families with complex needs, or (b) be a parent of a child with disabilities who is or has been involved in any child serving system providing services in Travis County, Texas.

EXHIBIT C

Contractor will be paid on an actual cost reimbursement basis for costs of Staff including salary, fringe benefits, auto mileage, training and seminar expenses, and training/seminar-related travel, meals and lodging.

EXHIBIT D

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 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 of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

By: _____
Estela P. Medina, Chief Juvenile Probation Officer

Date: _____

By: _____
Samuel T. Biscoe, Travis County Judge

Date: _____

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"/>
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:	Juvenile Probation	
Contact Person/Title:	Maya Duff	
Phone Number:	854-7046	

Grant Title:	Travis County Juvenile Treatment Drug Court-SAMSHA/CSAT		
Grant Period:	From:	09/30/2012	To: 09/29/2013
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Substance Abuse and Mental Health Services Administration (SAMHSA)/ Center for Substance Abuse Treatment (CSAT)		
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:	0	0	0	0	\$0
Operating:	\$195,849	0	0	0	\$195,849
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	\$3,917	0	0	0	\$3,917
Total:	\$199,766	\$0	0	0	\$199,766
FTEs:	0	0.00	0	0.00	0

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 type="checkbox"/>		
County Attorney	<input type="checkbox"/>		

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Applicable Depart. Measures						
Number of juveniles in substance abuse treatment	287	N/A	N/A	N/A	N/A	296
Number of SUS administered that indicated need for CASI	1245	N/A	N/A	N/A	N/A	1282
Number of CASI's administered	868	N/A	N/A	N/A	N/A	894
Number of Drug Court Screenings	85	N/A	N/A	N/A	N/A	90
Number of participants in Drug Court	75	N/A	N/A	N/A	N/A	80
Percentage of Drug Court participants mandated to the Texas Youth Commission	0	N/A	N/A	N/A	N/A	0
Measures For Grant						
Number of juveniles in substance abuse treatment	287	N/A	N/A	N/A	N/A	296
Outcome Impact Description	Increase the number of youth that have access to substance abuse treatment.					
Percentage of SUS administered that indicated need for CASI	50%	N/A	N/A	N/A	N/A	50%
Outcome Impact Description	Identify youth that are referred to the department that are in need of further assessments for treatment.					
Number of participants in Drug Court	75	N/A	N/A	N/A	N/A	80
Outcome Impact Description	Increase the number of drug court participants receiving substance abuse services in order to reduce recidivism, provide community protection and improved juvenile accountability.					

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of the year three contract of a potential four year grant with the Substance Abuse and Mental Health Services Administration (SAMSHA), Center for Substance Abuse Treatment (CSAT). Funding will allow the department to continue to enhance the capacity of the department's existing drug court to serve substance-abusing juvenile offenders through the integration and implementation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program model. The Strategies in Practice Model has been used to implement and operate juvenile drug courts and the Reclaiming Futures Model has been effective in combining community system reforms, substance abuse treatment improvement, and community engagement to help youth break the cycle of drugs and crime.

Funds for this grant will provide resources for additional substance abuse treatment resources for youth served by the program and related training for program staff. The department has also received a related grant for a four year period from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) for two FTE to support the program.

There is no cash match required for this grant.

PBO recommends approval of the request.

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 purpose of this program is to enhance the capacity of existing drug courts to serve substance abusing juvenile offenders through the integration and implantation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program models. This is a four year project and future project dollars will be commensurate with the current amount. This project has been awarded and will begin its 3rd year on 9/30/12.

There are two funding streams under one umbrella of the Substance Abuse and Mental Health Services Administration (SAMHSA). In 2007, the Office of Juvenile Justice and Delinquency Prevention (OJJDP) entered into a partnership with SAMHSA, Center for Substance Abuse Treatment (CSAT) to implement the Juvenile Drug Court/Reclaiming Futures Program.

With the combined funds of CSAT and OJJDP, services to Juvenile Treatment Drug Court (JTDC) participants are increased in the Department's Day Enrichment Program and enhance it to effectively serve youth with co-occurring disorders while increasing capacity in community based programs.

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

This is a 4-year project, so at the moment, there is no long term commitment from the County for the CSAT portion of the budget in this SAMHSA grant application. However, in the 4th year of the grant Travis County will have the opportunity to invest in this program.

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.

This is no match required for the SAMHSA/CSAT Treatment Drug Court (Required for the OJJDP funding piece).

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

A 2% indirect cost has been charged to this grant for a total of \$3,917 in CSAT monies.

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 Department intends to request subsequent year continuation funding for Drug Court through proposals submitted to the Federal and State Government, as well as private foundations. As previously presented to the court, the County will have the opportunity to consider investment in the Juvenile Treatment Drug Court.

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.

The Drug Court Program will be able to increase the number of youth participating. The impact will be recognized in improved compliance to rules of probation, reductions in recidivism, and lower rates of referral to TJJD.

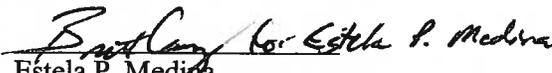


TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
DOMESTIC RELATIONS OFFICE
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES

TO: Aerin Toussaint, PBO
Budget Analyst

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: 
Maya Duff
Program Coordinator

SUBJECT: Approval of Contract Award to Continue Juvenile Treatment Drug Court- Substance Abuse and Mental Health Services Administration (SAMHSA) and the Center for Substance Abuse Treatment (CSAT)

DATE: September 10, 2012

Juvenile Probation has received the Drug Court continuation award from the Substance Abuse and Mental Health Services Administration and the Center for Substance Abuse Treatment. The purpose of this program is to enhance the capacity of the existing drug court to serve substance abusing juvenile offenders through the integration and implementation of the Juvenile Drug Court: Strategies in Practice and the Reclaiming Futures program models. The grant totals \$199,766 a year for years three and four.

We request that the item be placed on the **September 25th** Commissioner's Court agenda for their consideration and action. If you have any questions, please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Rhett Perry
Barbara Swift
Gail Penney-Chapmond
Kathy Smith
Sylvia Mendoza
Lisa Eichelberger
Michael Williams
Grant File



Grant Number: 5H79TI020920-03

Program Director:
 Estela Medina

Project Title: Travis County Juvenile Treatment Drug Court

Grantee Address	Business Address
COUNTY OF TRAVIS County Judge 2515 South Congress Avenue Austin, TX 78704	Travis County County Judge P.O. Box 1748 Austin, TX 78767

Budget Period: 09/30/2012 – 09/29/2013

Project Period: 09/30/2010 – 09/29/2014

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$199,766 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF TRAVIS in support of the above referenced project. This award is pursuant to the authority of Sections 501 (d) (18) and 509 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,


 Christine L. Chen
 Grants Management Officer
 Division of Grants Management

See additional information below

2012 JUL 20 AM 10:15
 FAX

SECTION I – AWARD DATA – 5H79TI020920-03

Award Calculation (U.S. Dollars)

Fringe Benefits	\$6,962
Personnel Costs (Subtotal)	\$6,962
Supplies	\$22,892
Consortium/Contractual Cost	\$158,995
Other	\$7,000
Direct Cost	\$195,849
Indirect Cost	\$3,917
Approved Budget	\$199,766
Federal Share	\$199,766
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$199,766

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
3	\$199,766
4	\$199,970

* Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.243
EIN: 1746000192A3
Document Number: 10TI20920A
Fiscal Year: 2012

IC	CAN	Amount
TI	C96T511	\$199,766

TI Administrative Data:

PCC: JDRUG-CR / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 5H79TI020920-03

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 5H79TI020920-03

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:
Additional Costs**

SECTION IV – TI Special Terms and Condition – 5H79TI020920-03

REMARKS:

- 1) This award action issued on the date of this letter is not subject to the FFATA subaward and executive compensation reporting requirement.
- 2) This award reflects acceptance of the attestation signed and dated on January 26, 2012 by the authorized representative that there are no budget changes above 25% of the total previous budget period in response to the continuation application request.
- 3) Please note the Contact name has changed for the Grants Management Specialist.

SPECIAL CONDITION OF AWARD:

NONE

SPECIAL TERM OF AWARD:

Grant funds appropriated to SAMHSA/CSAT for drug treatment courts must be used to serve people diagnosed with a substance use disorder as their primary condition.

STANDARD TERMS OF AWARD:

- 1) Grantees must adhere to all applicable requirements of the Fiscal Year 2012 Consolidated Appropriations Act provisions in PL 112-74 for the Department of Labor, Health and Human Services, and Education and the Department of Interior and Related Agencies and from the Consolidated and Further Continuing Appropriations Act, Fiscal Year 2012, Public Law 112-55 for the United States Department of Agriculture, and Related Agencies on the SAMHSA website at <http://www.samhsa.gov/Grants/management.aspx> and reference #4 under Important Reminders.
- 2) The Department of Health and Human Services' (HHS), Office of General Counsel (OGC) has provided guidance on how the lobbying restrictions in the Fiscal Year 2012 Consolidated Appropriations Act (CAA, 2012) will affect HHS programs. Section 503 of the Labor, HHS, and Education Appropriation Act (Division F of the CAA, 2012) is the most comprehensive provision focused on lobbying restrictions. Recent changes to this section may have implications for SAMHSA and its grantees. Using the language provided by OGC, this provides specific guidance on: agency actions; grantee lobbying; tax increases and other restrictions on legal consumer products; and clarification of Internal Revenue Code provisions.

SEC. 503. - Agency Actions

(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the

executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

Section 503(b) - Grantee and Contractor Lobbying

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3) For FY 2012, the Consolidated Appropriations Act, 2012 (Public Law 112-74) signed into law on December 23, 2011, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive Level II salary is \$179,700 annually.

4) The recipient is required to notify the GMO in writing if the Project Director (PD) or key personnel specifically named in the NoA will withdraw from the project entirely, be absent from the project during any continuous period of 3 months or more, or reduce time devoted to the project by 25 percent or more from the level that was approved at the time of award (for example, a proposed change from 40 percent effort to 30 percent or less effort). SAMHSA must approve any alternate arrangement proposed by the recipient, including any replacement of the PD or key personnel named in the NoA.

The request for approval of a substitute PD/key person should include a justification for the change, the biographical sketch of the individual proposed, other sources of support (if applicable), and any budget changes resulting from the proposed change. If the arrangements proposed by the recipient, including the qualifications of any proposed replacement, are not acceptable to SAMHSA, the grant may be suspended or terminated. If the recipient wants to terminate the project because it cannot make suitable alternate arrangements, it must notify the GMO, in writing, of its wish to terminate, and the GMO will forward closeout instructions.

Key staff (or key staff positions, if staff has not been selected) are listed below:

Estela Medina, Project Director @ 5% level of effort

REPORTING REQUIREMENTS:

1) Federal Financial Report (FFR), (Standard Form 425) is required on an annual basis and must be submitted for each budget period as stated on the attached report due date(s) schedule after the close of the 12 month budget period. The FFR is required for each 12 month period, regardless of the overall length of the approved extension period authorized by SAMHSA. In addition, a final FFR is due within 90 days after the end of the extension. NOTE: SINGLE GRANT REPORTING IS REQUIRED FOR EACH SAMHSA PROJECT AS STATED ON THE FFR (#10 d-o). Do not include any amount in Line 10f that has been reported in Line 10e. If applicable, include the required match on this form under Recipient Share (#10 i-k) and Program Income (l-o) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. Adjustments to the award amount, if necessary, will be made if the grantee fails to meet the match. The FFR must be prepared on a cumulative basis and all program income must be reported. THE STATUS OF ANY FEDERAL SHARE OF UNLIQUIDATED OBLIGATIONS FOR EACH 12 MONTH BUDGET PERIOD MUST BE EXPLAINED IN THE REMARKS SECTION (#12). IN ADDITION, YOUR INTENTION TO CARRYOVER THE UNOBLIGATED BALANCE OF FUNDS UP TO 25% OF THE CURRENT FEDERAL SHARE BY DOLLAR AMOUNT MUST BE STATED IN THE REMARKS SECTION. SUBSEQUENT FFRS MUST REFLECT THE ACTUAL CARRYOVER AMOUNT. If possible, disbursements reported on the FFR should equal/or agree with the

top portion of the FFR (#10 a-c). The FFR may be accessed from the following website at http://www.whitehouse.gov/omb/grants_forms including instructions. The data can be entered directly on the form and the system will calculate the figures, then it can be printed and mailed to this office.

2) Submission of a Programmatic Semi-annual Report is due no later than the dates as follows:

1st Report - April 30, 2013
2nd Report -October 31, 2013

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

ALL PREVIOUS TERMS AND CONDITIONS REMAIN IN EFFECT UNTIL SPECIFICALLY APPROVED AND REMOVED BY THE GRANTS MANAGEMENT OFFICER

All responses to special terms and conditions of award and postaward requests must be mailed to the Division of Grants Management, Office of Financial Resources (OFR), SAMHSA below:

For Regular Delivery:
Division of Grants Management, OFR, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857

For Overnight or Direct Delivery:
Division of Grants Management, OFR, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20850

CONTACTS:

Holly Rogers, Program Official
Phone: (240) 276-2916 Email: holly.rogers@samhsa.hhs.gov Fax: (240) 276-2970

 Eileen Bermudez, Grants Specialist
Phone: (240) 276-1412 Email: eileen.bermudez@samhsa.hhs.gov Fax: (240) 276-1430

2012 JUN 20 10:15



Juvenile Drug Courts
 Department of Health and Human Services
 Substance Abuse and Mental Health Services Administration
 Center for Substance Abuse Treatment

Notice of Award

Issue Date: 09/14/2012

Grant Number: 5H79TI020920-03 REVISED

Program Director:
 Estela Medina

Project Title: Travis County Juvenile Treatment Drug Court

Grantee Address	Business Address
COUNTY OF TRAVIS County Judge 2515 South Congress Avenue Austin, TX 78704	Travis County County Judge P.O. Box 1748 Austin, TX 78767

Budget Period: 09/30/2012 – 09/29/2013
 Project Period: 09/30/2010 – 09/29/2014

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF TRAVIS in support of the above referenced project. This award is pursuant to the authority of Sections 501 (d) (18) and 509 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

For Eileen Bermudez
 Grants Management Officer
 Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 5H79TI020920-03 REVISED

Award Calculation (U.S. Dollars)

Supplies	\$22,892
Consortium/Contractual Cost	\$158,995
Travel Costs	\$6,962
Other	\$7,000
Direct Cost	\$195,849
Indirect Cost	\$3,917
Approved Budget	\$199,766
Federal Share	\$199,766
Cumulative Prior Awards for this Budget Period	\$199,766
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$0

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
3	\$199,766
4	\$199,970

* Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.243
 EIN: 1746000192A3
 Document Number: 10TI20920A
 Fiscal Year: 2012

IC	CAN	Amount
TI	C96T511	\$199,766

TI Administrative Data:

PCC: JDRUG-CR / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 5H79TI020920-03 REVISED

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

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SECTION III – TERMS AND CONDITIONS – 5H79TI020920-03 REVISED

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- a. The grant program legislation and program regulation cited in this Notice of Award.

- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:
Additional Costs**

SECTION IV – TI Special Terms and Condition – 5H79TI020920-03 REVISED

REMARKS:

This award is revised to correct an administrative error from the 03 year Notice of Award. The amount of \$6,962.00 was inadvertently allocated under the Fringe Benefits category and is now being allocated under the Travel category.

ALL PREVIOUS TERMS AND CONDITIONS REMAIN IN EFFECT UNTIL SPECIFICALLY APPROVED AND REMOVED BY THE GRANTS MANAGEMENT OFFICER

CONTACTS:

Holly Rogers, Program Official

Phone: (240) 276-2916 Email: holly.rogers@samhsa.hhs.gov Fax: (240) 276-2970

Eileen Bermudez, Grants Specialist

Phone: (240) 276-1412 Email: eileen.bermudez@samhsa.hhs.gov Fax: (240) 276-1430

(FFR -SF425), Annual Report Due Date(s)

<i>If the budget periods ends in the month of:</i>	<i>Then 90 days after that falls in the month of</i>	<i>And the annual report is due on (consistent with the FFR cash reporting due dates in PMS)</i>
January	April	April 30
February	May	July 30
March	June	July 30
April	July	July 30
May	August	October 30
June	September	October 30
July	October	October 30
August	November	January 30
September	December	January 30
October	January	January 30
November	February	April 30
December	March	April 30

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input checked="" type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Health and Human Services and Veterans Service	
Contact Person/Title:	John C. Bradshaw, Contract Compliance Specialist	
Phone Number:	854-4277	

Grant Title:	Parenting in Recovery (PIR)		
Grant Period:	From: 9/30/12	To: 9/29/13	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	U.S. Dept. of Health and Human Services, Administration for Children and Families		
Will County provide grants funds to a subrecipient?		Yes: <input checked="" type="checkbox"/>	No: <input 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:			40,247		40,247
Operating:	120,483		0		120,483
Capital Equipment:	0		0		\$0
Indirect Costs:	0		0		\$0
Total:	120,483		40,247		160,730
FTEs:	0		.54		.54

(Grant Funds: TCHHSVS has applied for a one-year no cost extension from the U.S Dept. of Health and Human Services to allow the Parenting in Recovery project to use an estimated \$120,483 in unspent FY'12 grant funds in FY'13. FY'12 is the fifth and final year of the grant. The \$120,483 will be used to facilitate the completion of allocated substance abuse treatment and wraparound supports for PIR participants as well as program evaluation and closeout.)

(County Contribution: The \$40,247 will come from a portion (approx. 54%) of the PIR Project Director's salary and benefits.)

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
	0	0	\$0	0.00	
Use of General Fund Operating Budget for Grant Operating Expenditures					
FROM: Cost Center: 1580190001 Account: 511300		TO: Grant Number: 800079 I/O Number: 100148 Cost Center: 1580190001 Accounts: 511124 (\$ 712) 511300 (\$1,000)		\$1,712 (Funding for one day of services – 9/30/12 – in FY'12)	
FROM: Cost Center: 1580500001 Account: 511310		TO: Grant Number: 800079 I/O Number: 100148 Cost Center: 1580190001 Accounts: 511124 (\$ 8,224) 511300 (\$76,694) 511890 (\$ 8,000)		\$92,918 (Funding for 3 months of services – Oct., Nov., Dec. – in FY'13)	

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

Performance Measures	Projected FY 13 Measure	Progress To Date:				*Projected FY 14 Measure
		12/31/12	3/31/13	6/30/13	9/30/13	
Applicable Depart. Measures						
Number of clients receiving substance treatment services	250					NA
Number of families involved with child welfare completing service plan goals	90					NA
Number of new children entering care	275					NA
Measures For Grant						
Percentage of children who had an initial occurrence and/or recurrence of substantiated/indicated child maltreatment within 6, 12, 18 and 24 months after enrolling in the RPG program.	35%					NA

Outcome Impact Description	Reduces the number of incidences of child maltreatment in our community.					
Percentage of children identified as at risk of removal from the home who are able to remain in the custody of a parent or caregiver through case closure.	50%					NA
Outcome Impact Description	Reduces the number of children placed in the foster care system due to parental substance abuse.					
Percentage of parents or caregivers who were able to access timely and appropriate substance abuse treatment as calculated by number of days between program entry and treatment entry (10 days).	80%					NA
Outcome Impact Description	Parents and caregivers with early access to substance dependence treatment are projected to have improved outcomes as it relates to establishing and maintaining sobriety.					

***The one-year no cost extension for the Parenting in Recovery project would extend through 9/29/13 but would not include FY'14. That is why there is not a projected measure for that fiscal year.**

PBO Recommendation:

HHS has received confirmation from the grantor that this no-cost extension is approved but the contract extension has not been received yet. Because this request meets the budget rules for Permissions to Continue and permission to use general fund resources until the grant contract is executed, PBO recommends approval of this request.

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 Parenting in Recovery (PIR) project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. The primary objective of the Parenting in Recovery project is to keep families together in the community while they receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

TCHHSVS has submitted an application for a one-year no cost extension to the U.S. Department of Health and Human Services (USDHHS) to allow the PIR project to complete services to clients enrolled near the end of year five as well as pay for program evaluation and closeout services. TCHHSVS expects to hear whether or not this application is approved by 9/28/12. This request for permission to use General Fund money would cover the last day of operations in FY'12 as well as the first three months of FY'13. PIR has a 58% success rate which is above the national average of 50%. The high success rate of PIR gives it an extremely good chance of

receiving the one-year extension. USDHHS has approved all of the previous requests by TCHHSVS to carry over funds from one fiscal year to next.

If the one-year extension is not approved, a separate request submitted to USDHHS for a two-year extension at \$500,000 per year might be. If neither request is approved, TCHHSVS plans to pursue utilizing the \$74,065 for the PIR Project Director's salary and benefits as well as \$285,000 for substance abuse treatment and recovery supports recommended by the Travis County Planning and Budget Office to be taken from Allocated Reserves in the FY'13 budget to sustain the project.

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

If the one-year no cost extension is approved, then TCHHSVS is responsible for providing the \$40,247 match. As stated in the answer to question #1, there is an extremely good chance of the extension being approved. If the extension is not approved, then TCHHSVS would use up to \$94,630 in General Fund money to close out the PIR project.

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.

A match of \$40,247 is required if the one-year extension is approved. This will come from a portion of the Project Director's salary and benefits. (PBO has recommended the salary and benefits for this position be earmarked on allocated reserve for FY'13.)

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

The extension will allow TCHHSVS to use unspent FY'12 grant funds in FY'13. There were no indirect costs included in the FY'12 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. Grant partners will identify the funding for treatment and flexible services potentially through increased City/County funding to the existing ATCIC SAMSO and SOC contracts to serve this population. TCHHSVS has submitted a budget request for FY'13 to support the continued substance abuse treatment and recovery supports along with the project director position. Additional funding for substance abuse treatment will come from State and Medicaid resources for eligible clients. The PIR grant requires the grant partners to develop a viable sustainability plan. The chart below illustrates the current aspects of the project sustained by the community partners.

Partner	Contribution
DFPS (Child Protective Services)	Dedicated CPS Unit: 1 Supervisor, 3 Investigators, 2 Caseworkers
District Attorney Office	Dedicated Assistant District Attorney

District Court	Dedicated Associate Judge, Courtroom space and staff
District Court	Funding for attorneys to represent PIR parents
Austin Recovery	Dedicated staff member to support PIR participants
TCHHSVS	Project Director - \$74,065 in salary and benefits
TCHHSVS	\$285,000 in funding for substance abuse treatment and recovery supports

In addition to these dedicated resources, PIR has developed working agreements with several community providers such as Lone Star Circle of Care, Manos de Cristo, and MedSavers. These agreements facilitate both the prioritization and a cost reduction for PIR participants. The collaboration that supports PIR defined their roles and responsibilities through a signed charter and the establishment of operations and advisory committees.

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.

This program is in line with the services currently offered by the Office of Children Services within TCHHSVS. The relevant departmental performance measures are included in this summary.