



Travis County Commissioners Court Agenda Request

Meeting Date: 10/23/2012, 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 related special budgets, and permissions to continue:

- A. Amendment to the Austin/Travis County Family Violence Protection Team Interlocal to extend the end date of the grant to March 31, 2013;
- B. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Family Drug Treatment Court Program in the Civil Courts;
- C. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Drug Court and In Home Family Services grant in the Juvenile Probation Department;
- D. Amendment to the agreement with the Texas Department of Housing and Community Affairs to increase the grant award for the Comprehensive Energy Assistance Program (CEAP) in Health and Human Services and Veterans Service; and
- E. Annual Contract with the Texas Department of Housing and Community Affairs for Health and Human Services and Veterans Service to continue to provide weatherization repairs for low income households through the Low Income Home Energy Assistance Program (LIHEAP) Weatherization Program;

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

These items are all to essentially extend the ability of five existing grant programs to continue into FY 2013. Item A extends the Family Violence Protection Team to March 31, 2013. Items B,C, & E are the new grant awards for FY 2013. Item E increases the amount of the existing grant award by \$1,644,859.

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:

Only item B has a grant match and it is met through the allocation of a portion of an existing staff person.

Please note, Item A, while it extends the end date of the current grant, it terminates at that time and the recipients of the grant funds intend on briefing the Court in November on how they intend to continue the grant after that time. This discussion will likely involve a request for General Fund resources to continue the program through FY 13.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
Melissa Velasquez

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE

FY 2013

Updated 10-18-12 at 4:00pm

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.

Contracts	Dept. Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
A	119 Family Violence Protection Team*	10/1/2010 - 03/31/2012	\$699,507	\$168,239	\$0	\$0	\$867,746	4.50	R	EC	5
B	122 Family Drug Treatment Court	09/01/12 - 08/31/13	\$137,388	\$0	\$0	\$0	\$137,388	1.00	R	C	14
C	145 Drug Court & In-Home Family Services	09/01/12 - 08/31/13	\$66,428	\$7,381	\$0	\$0	\$73,809	0.09	R	MC	26
D	158 Comprehensive Energy Assistance Grant*	01/01/12 - 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	-	R	EC	38
E	158 Low Income Home Energy Assistance Program (LIHEAP) Weatherization Program	04/01/12 - 03/31/13	\$817,334	\$0	\$0	\$0	\$817,334	-	R	EC	47

* Amended from original.

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 2013 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, 2012, 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
			\$0	\$0	\$0	\$0	\$0	-	

*Amended from original agreement.

**FY 2013 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, 2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Travis County Eagle Resource Project	09/01/12 - 08/31/13	\$29,930	\$0	\$0	\$0	\$29,930	-	10/2/2012
145	Trama Informed Assessment and Response Program	09/01/12 - 08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	10/2/2012
137	Sheriff's Office Command and Support Vessel*	9/1/12 - 3/31/13	\$250,000	\$0	\$0	\$0	\$250,000	-	10/16/2012
139	Travis County Adult Probation DWI Court	9/1/2012 - 8/31/2013	\$229,112	\$0	\$0	\$0	\$229,112	4.00	10/16/2012
147	Emergency Management Performance Grant	10/01/11 - 03/31/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	10/16/2012
			\$772,929	\$71,221	\$0	\$0	\$844,150	4.50	

*Amended from original agreement.

FY 2013 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					
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
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
158	Parenting in Recovery (PIR) FY 12	09/30/12 - 09/29/13	\$94,630	\$0	\$94,630	-	12/31/2012	9/25/2012	N/A	No
158	Parenting in Recovery (PIR) FY 13	09/30/12 - 09/29/13	\$84,756	\$0	\$84,756	-	12/31/2012	10/2/2012	N/A	No
Totals			\$276,415	\$0	\$276,415	8.00				

GRANT SUMMARY SHEET

Check One:	Application Approval: Contract Approval: x	Permission to Continue: Status Report:
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Department/Division:	County Attorney's Office, Sheriff's Office, District Attorney's Office		
Contact Person/Title:	Mack Martinez, CA; Karen Maxwell, TCSO; Vicki Skinner, DA		
Phone Number:	854-9658	854-7508	854-9522

Grant Title:	Family Violence Protection Team		
Grant Period:	From:	10/1/2010	To: 3/31/2013
Grantor:	VAWA/US Department of Justice		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	\$699,507			\$168,239		\$867,746
Operating:						0
Capital Equipment:						0
Indirect Costs:						0
Total:	\$699,507	\$0	\$0	\$168,239	\$0	\$867,746
FTEs:	4.50					4.50

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

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures						
# of felony family violence cases indicted (DA)	800					800
% of felony family violence cases completed (DA)	90%					90%
# of felony family violence strangulation cases indicted (DA)	100					110
# of protective orders filed (CA)	710					710
Measures For Grant						
# of felony family violence cases staffed with law enforcement (DA)	400					420

# family violence victims served (SO)	1300					1300
Outcome Impact Description	The co-location of the prosecutors with team members who have specialized family violence case expertise allows for effective and efficient staffing and review of more cases than would be possible for an intake prosecutor with a general caseload.					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

This is a request to extend the grant period for the Family Violence Protection Team grant. This is so that the departments may spend out their remaining award. Please note that this grant is unlikely to continue in FY13. The District Attorney and County Attorney plan to update Commissioners Court in November on how they expect to continue the program without grant funding. The departments may be requesting General Fund resources. PBO recommends approval of this grant amendment.

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 request is for approval of a new interlocal with the City of Austin to continue funding for the Austin/Travis County Family Violence Protection Team. The funding source for the interlocal is from a grant award to the City of Austin from the U.S. Department of Justice, Office on Violence Against Women, Community-Defined Solutions to Violence Against Women Program.

The Family Violence Protection Team (FVPT) was founded in 1997 to create a comprehensive and coordinated approach to family violence. FVPT members include the Austin Police Department, Travis County Sheriff's Office, Travis County District Attorney's Office, Travis County Attorney's Office, Travis County Constable's Office Precinct 5, SafePlace, and the Texas RioGrande Legal Aid. The City of Austin received a grant in 1997 that provided funding for most of the partners. In 2001, the City received a continuation grant that added funding to provide a part-time Assistant District Attorney.

In FY05, the City of Austin received a new Grant to Encourage Arrest Policies to continue FVPT's work in developing and strengthening effective responses to violence against women and encouraging the treatment of domestic violence and sexual assault as serious violations of criminal law. In addition to the full-time Assistant County Attorney and the half-time Assistant District Attorney funded by the previous grant, the new grant included funding for a half-time Assistant County Attorney and a Detective in the Sheriff's Office. The City of Austin later received a supplemental budget award that continued the grant funding for these positions through September 30, 2008. In FY09 the grant was further enhanced with the addition of a victim witness counselor in the Sheriff's Office and an overtime allotment for the Constables Precinct 5 to serve temporary ex parte protective orders represented by the Travis County Attorney's Office.

The City of Austin has received a grant award for FY11-FY12 that includes funding for the following Travis County participants in FVPT:

- 1) Sheriff -- 1FTE detective - \$72,252 (34% grant funding/66% County funding)
- 1 FTE victim counselor - \$85,203 (75% grant funding/25% County funding)

- 2) County Attorney – 1.5 FTE attorneys - \$281,634
- 3) District Attorney - .5 FTE intake family violence attorney - \$130,418
.5 FTE intake family violence strangulation case attorney - \$124,000
- 4) Constable Precinct 5 – constable overtime pay - \$6,000

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 has budgeted funds to cover the remainder of the amount required for the FTE positions that are only partially funded by the grant.

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

Only salary and fringe benefits are allowed in the grant.

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. The work of the team would have to be absorbed back into the large general caseloads and handled by staff who do not have time to give specialized attention to domestic violence cases.

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

This is not a new program but a continuation and expansion of services previously provided by the Family Violence Protection Team.

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 full-time assistant county attorneys provide a comprehensive program for civil enforcement of protective orders and file and prosecute contempt cases for violations of the orders. The full-time Sheriff's Office detective investigates family violence cases that fall within the County's jurisdiction, provides assistance to the smaller municipalities and trains victim services and law enforcement personnel. The full-time victim counselor provides service referrals, safety planning and assistance for victims of domestic violence, sexual assault and stalking. Precinct 5 Constables serve Temporary Ex Parte Protective Orders represented by the Travis County Attorney's Office and remove the respondent from the premises as ordered or provide standby assistance to the victim as needed. A part-time assistant district attorney staffs felony domestic violence cases with APD and TCSO law enforcement officers, presents felony family violence cases to the Grand Jury and participates in training for law enforcement, prosecutors, victim advocate groups and the community.

New grant funding was awarded for another part-time assistant district attorney. This attorney will screen cases alleging strangulation, prepare and present strangulation cases to the Grand Jury and assist in the prosecution of those cases in District Court. The new law that enhances penalties for assaulting a family member by strangulation of suffocation will increase the workload of the District Attorney's Family Justice Division.

The work of the assistant county attorneys is tied to three of the County Attorney's Office program measures: total protective order enforcement actions filed and number of assault family violence violation of protective order cases filed. The work of the detective in the Sheriff's Office allows for the incorporation of smaller agencies into the Family Violence Protection Team and adds valuable investigative assistance. The key program measure impacted by the victim counselor is the number of crime victims served. The work of the assistant district attorneys on the grant impacts these District Attorney's Office program measures: number of family violence indicted and % of family violence cases completed, # of felony family violence strangulation cases indicted, % of felony family violence strangulation cases completed.

DAVID A. ESCAMILLA
COUNTY ATTORNEY

STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

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TRANSACTIONS DIVISION

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MARY ETTA GERHARDT

TENLEY A. ALDREDGE

JAMES M. CONNOLLY

DANIEL BRADFORD

ELIZABETH H. WINN

† Member of the College
of the State Bar of Texas

October 11, 2012

MEMORANDUM

TO: Sam Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Karen Huber, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4
Leslie Browder, Executive Manager, Planning and Budget Dept.

FROM: Jim Connolly, Assistant County Attorney

SUBJECT: Amendment to Family Violence Protection Team Grant Interlocal Agreement

The purpose of this Memorandum is to request approval of the attached Amendment to the Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. The Commissioners Court approved the Interlocal Agreement on February 1, 2011. This Amendment will extend the term of the Interlocal for an additional six months (through March 31, 2013) to allow the remaining grant funds to be spent. We respectfully request the approval of the attached Amendment Number One. If you have any questions or would like additional information, please feel free to call me at 854-9539.

cc: Mack Martinez, County Attorney's Office
Karen Maxwell, Sheriff's Office
Vicki Skinner, District Attorney's Office
Bruce Elfant, Constable, Precinct 5

**AMENDMENT NUMBER ONE
INTERLOCAL AGREEMENT FOR THE AUSTIN/TRAVIS COUNTY FAMILY VIOLENCE
PROTECTION TEAM -- COMMUNITY-DEFINED SOLUTIONS
TO VIOLENCE AGAINST WOMEN PROGRAM**

This Amendment Number One to the Interlocal Agreement for the Austin/Travis County Family Violence Protection Team ("Amendment Number One") is entered into by and between the City of Austin (the "City") and Travis County (the "County"), hereinafter collectively referred to as the "Parties", pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the Parties have entered into that certain interlocal agreement entitled "Interlocal Agreement for the Austin/Travis County Family Violence Protection Team -- Community-Defined Solutions to Violence Against Women Program" (the "Agreement"); and,

WHEREAS, the Agreement provides that the term of the agreement shall continue in full force and effect through the underlying grant expiration date of September 30, 2012 or the date the interlocal funds have been completely spent if that date is reached prior to the grant expiration date; however, the grant funds have yet to be completely spent.

NOW, THEREFORE, in consideration of the above premises, the Parties approve this Amendment Number One to the Agreement as follows:

- 1. Section III Term and Commencement is amended to read as follows:

This agreement shall be in effect from the time of original execution by all parties and shall continue in full force and effect though the amended grant expiration date of March 31, 2013 or the date the interlocal funds have been completely spent if that date is reached prior to the amended grant expiration date.

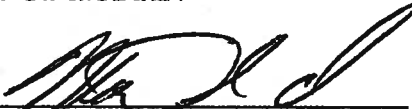
Except for the changes in this Amendment Number One, all other terms and conditions of the Agreement shall remain in full force and effect.

This Amendment No. One shall be signed in duplicate originals and has an effective date of October 1, 2012.

COUNTY OF TRAVIS

CITY OF AUSTIN

By: _____
Samuel T. Biscoe, County Judge

By: 
Marc A. Ott, City Manager *for*

Date: _____

Date: 10/5/12

By: _____
David Escamilla, Travis County Attorney

Date: _____



US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information			
Grantee Name:	City of Austin	Project Period:	10/01/2010 - 03/31/2013
Grantee Address:	P.O. Box 1088 Austin, 78767	Program Office:	OVW
Grantee DUNS Number:	06-643-2683	Grant Manager:	Nicolette Gant
Grantee EIN:	74-6000090	Application Number(s):	2010-X0782-TX-WE
Vendor #:	746000090	Award Number:	2010-WE-AX-0030
Project Title:	Austin Travis County	Award Amount:	\$1,000,000.00
		GAN Number:	008
		Date:	09/04/2012

Change Project Period			
Current Grant Period:	Month: 23 Day: 29	New Grant Period:	Month: 29 Day: 30
Project Start Date:	10/01/2010	*New Project Start Date:	10/01/2010
Project End Date:	09/30/2012	*New Project End Date:	03/31/2013

***Required Justification for Change Project Period:**

The City of Austin requests a 6-month project period extension to complete program goals and objectives and to fully spend awarded OVW funds.

Attachments:

Filename:	User:	Timestamp:
COA Project Period GAN Ltr Rvvd2 August 2012.pdf	ap4746	08/28/2012 1:30 PM

Audit Trail:

Description:	Role:	User:	Timestamp:
Approved-Final	OCFMD - Financial Analyst	SYSTEM_USER	09/04/2012 12:03 PM
Submitted	PO - Grant Manager	ap4746	08/28/2012 1:31 PM
Change Requested	PO - Grant Manager	gantni	08/28/2012 11:28 AM

2nd request -

Please provide the total remaining funds and for each budget category.

Change Requested	EXTERNAL - External User	gantni	08/28/2012 11:28 AM
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2nd request -

Please provide the total remaining funds and for each budget category.

Submitted	PO - Grant Manager	ap4746	08/21/2012 6:04 PM
Change Requested	EXTERNAL - External User	gantni	08/15/2012 2:24 PM

Thank you for your submission. In order to complete the review of your request, please provide the following additional information:

1. The total remaining funds and for each budget category.
2. A spending plan detailing how funds will be spent monthly over the

Change Requested	PO - Grant Manager	gantni	08/15/2012 2:24 PM
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Thank you for your submission. In order to complete the review of your request, please provide the following additional information:

1. The total remaining funds and for each budget category.
2. A spending plan detailing how funds will be spent monthly over the

Submitted	PO - Grant Manager	ap4746	08/13/2012 7:13 PM
Draft	EXTERNAL - External User	ap4746	08/13/2012 7:12 PM

APPROVED ON CONSENT

- 54 Approve a resolution authorizing the application for and acceptance of \$40,000 in grant funding from the State of Texas, Governor's Office, Criminal Justice Division to implement the Austin Police Department project entitled the Austin JJGIU Juvenile Justice Improvement Project. Related to Item #55

APPROVED ON CONSENT

- 55 Approve an ordinance accepting \$40,000 in grant funds from the State of Texas, Office of the Governor, Criminal Justice Division; and amending the Fiscal Year 2011-2012 Police Department Operating Budget Special Revenue Fund of Ordinance No. 20110912-005 to appropriate \$40,000 for the Austin Police Department project entitled Austin JJGIU Juvenile Justice Improvement Project. Related to Item #54

APPROVED ON CONSENT

- 56 Approve a resolution authorizing the acceptance of \$71,214 in grant funding from the State of Texas, Governor's Office, Criminal Justice Division to implement the Austin Police Department Coverdell Project.

APPROVED ON CONSENT

- 57 Authorize negotiation and execution of an interlocal agreement between the City of Austin, the Austin Independent School District through its Police Department, the City of Georgetown through its Police Department, Hays County through its Sheriff's Office, City of Pflugerville through its Police Department, City of Round Rock through its Police Department, City of San Marcos through its Police Department, Travis County through its Sheriff's Office, University of Texas through its Police Department, and Williamson County through its Sheriff's Office for sustainment funding for the Austin Regional Intelligence Center.

APPROVED ON CONSENT

- 58 Authorize the negotiation and execution of an interlocal agreement between the North Central Texas Council of Governments and City of Austin for participation in the Law Enforcement Analysis Portal project.

APPROVED ON CONSENT

- 59 Authorize negotiation and execution of amendment number one to the interlocal agreement between the City of Austin and Travis County concerning the Family Violence Protection Team Community Defined Solutions To Violence Against Women program that will extend the term of the interlocal through March 31, 2013.

APPROVED ON CONSENT

Public Works

- 60 Authorize the negotiation and execution of the Termination of the Braker Lane Extension Interlocal Cooperation Agreement between the City of Austin and Travis County.

APPROVED ON CONSENT

Purchasing Office

- 61 Authorize award and execution of a 60-month requirement services contract with STANLEY CONVERGENT SECURITY SOLUTIONS, INC., for electronic security monitoring, system maintenance, and installation for various City departments in an estimated contract amount not to exceed \$1,435,000.

APPROVED ON CONSENT

- 62 Authorize negotiation and execution of a 12-month contract with TIBH INDUSTRIES, INC., for vegetation control in creeks and detention/water quality ponds, for the hauling of excessive vegetation and debris from specified job site locations to an acceptable landfill, and for herbicide application, in an amount not to exceed \$1,744,000.

APPROVED ON CONSENT

- 63 Authorize award and execution of a 36-month requirements service contract with AUSTIN ARBORIST COMPANY, dba AUSTIN TREE EXPERTS; FOREVER GREEN TROPICALS PLANT LEASING, INC., dba FOREVER GREEN; RIOS TREE SERVICE, INC.; and UNITY CONTRACTOR SERVICES, INC. (MBE/MB), or one of the other qualified bidders for IFB-BV No. SAP0135, to provide tree-trimming and removal services for various City Departments in an estimated amount not to exceed \$3,602,000 each and combined, with three 12-month extension options

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:	Civil Courts (22/10)	
Contact Person/Title:	Darlene Byrne, Judge, 126 th District Court/Peg Liedtke, Civil Courts Director	
Phone Number:	854-9300/854-9364	

Grant Title:	Family Drug Treatment Court (Grant # DC-13-A10-19747-06)		
Grant Period:	From: 9/1/2012	To: 8/31/2013	
Grantor:	Office of the Governor, Criminal Justice Division's Drug Court Program		
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:			
Originating Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" 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	<i>County Contribution</i>	In-Kind	TOTAL
Personnel:	\$65,494	\$0	\$0	\$0	\$65,494
Operating:	69,200	0	0	0	69,200
Capital Equipment:	0	0	0	0	0
Indirect Costs:	2,694	0	0	0	2,694
Total:	\$137,388	\$0	\$0	\$0	\$137,388
FTEs:	1.00	0.00	0.00	0.00	1.00

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

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
	Applicable Depart. Measures	12/31/11	3/31/12	6/31/12	9/30/12	Measure
Number of new enrollments in the program	20	6	12	20	29	24

Number of participants in the program	40	33	39	47	56	44
Number of people assessed for eligibility to participate in the program	25	7	18	31	43	32
Measures For Grant						
Number of participants employed or enrolled in school at the time of drug court graduation	6	1	4	8	8	6
Outcome Impact Description	Indicates the number of participants who are employed full or part time or who are enrolled in GED preparation or a vocational or college program at the time that they successfully complete the drug court program.					
Number of participants that earn a GED, high school diploma, or vocational training credential while in the program	1	0	0	1	1	1
Outcome Impact Description	Indicates the number of program participants that earn some sort of certification or degree, including a GED or high school diploma while they are participating in the FDTC program this fiscal year.					
Number of participants that successfully complete the program	8	2	5	11	12	8
Outcome Impact Description	Indicates the number of successful graduates from the FDTC program this fiscal year.					

PBO Recommendation:

This grant contract is to continue the intensive services provided to parents with substance abuse problems that are in the family court system.

The performance measures indicate that the current year performance measures are on track to being met or exceeded. There is no county match required.

PBO recommends approval of this application

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

The purpose of the Family Drug Treatment Court is "to provide a spectrum of court and community-based supports for parents involved in the child welfare system that promotes recovery from alcohol and drug addiction and encourages healthy lifestyle choices." The Family Drug Treatment Court is vital to the families in our community. There is a great need for child abuse and neglect prevention programs that target substance abusing parents. Through intensive services, monitoring, and case work, the Family Drug Treatment Court ensures that all children remaining with custodians in drug court will experience safe and nurturing permanent homes. The Civil Courts are requesting contract approval for funding for the Travis County Family Drug

Treatment Court program in FY 2013 for this grant with the Office of the Governor's Criminal Justice Division Drug Court Program Grant . The Drug Court currently has a Drug Court Coordinator that would continue with the approval of this grant.

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

The Civil Courts intend to request subsequent year continuation funding for this program through proposals submitted to Federal and State government, as well as private foundations. The use of county funds are not anticipated at this time.

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 match requirements associated with this grant.

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

Indirect costs of two percent are allowed under this funding source and have been included in the grant application.

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 Family Drug Treatment Court program and associated improvements in service delivery will not discontinue upon discontinuance of grant funding. The Civil Courts will leverage existing funds, staff and County resources to sustain this project. We intend to request subsequent year continuation funding for this project through proposals submitted to the Federal and State government. Subsequently, the county will have the opportunity to consider investment in staff positions and the program in areas of the Civil Courts.

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

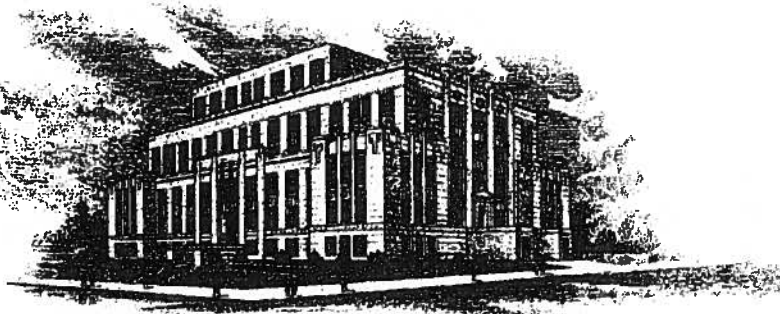
Not applicable.

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 Family Drug Treatment Court is vital to families in our community. There is a great need for prevention programs that target substance abusing parents for child abuse and neglect cases. In response, the Travis County Civil Courts have developed and implemented a Drug Court. The purpose of the drug court is to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers. The impact will be recognized in improved re-unification, family organization and cohesion.

To successfully evaluate the performance of the drug court, the court has documented the implementation and development of the program using a comprehensive process and outcome evaluation design. The design will be used to assess the effectiveness of the program. The Drug

Court Coordinator (grant-funded) position, oversees the collection, management, analysis, interpretation, and reporting as required.



Office of the District Judges
Heman Marion Sweatt Courthouse
P.O. Box 1748
Austin, Texas 78767
(512) 854-9300

TO: Alan Miller, Budget Analyst, Planning and Budget Office

FROM: 
Peg Hedtke, Civil Courts Director

DATE: October 8, 2012

RE: Contract Approval Request - Family Drug Treatment Court,
FY 2013 Grant with the Governor's Criminal Justice Division

Please consider this request from the Civil Courts for contract approval of the FY 2013 grant with the Office of the Governor's Criminal Justice Division (CJD) program for the Family Drug Treatment Court in the requested amount of \$137,388.

It is our understanding that revenue will be certified by the County Auditor when all of the normal requirements for the grant contract have been met. Please contact me or Amanda Michael if further information is required or if you have any questions.

Thank you very much for your consideration.



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 27, 2012

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
1000 Guadalupe St.
Austin, Texas 78701-1748

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: DC-13-A10-19747-06 **CFDA or State ID:** 00.303
Program Fund: DC- Drug Court Program
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: Family Drug Treatment Court
Grant Period: 09/01/2012 - 08/31/2013
Liquidation Date: 11/29/2013
Date Awarded: September 27, 2012
CJD Grant Manager: Anissa Vila

CJD Award Amount: \$137,388.00
Grantee Cash Match: \$0.00
Grantee In Kind Match: \$0.00
Total Project Cost: \$137,388.00

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 Other Condition of Funding. Other Condition of Funding. Grantee is required to report the SID number for all graduates as part of the end-of-year progress report to the Public Policy Research Institute at Texas A & M University.



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 27, 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:	Juvenile Probation	
Contact Person/Title:	Maya Duff	
Phone Number:	854-7046	

Grant Title:	Drug Court & In-Home Family Services		
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:	0	\$7,381	0	0	\$7,381
Operating:	\$66,428	0	0	0	\$66,428
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
Total:	\$66,428	\$7,381	0	\$0	\$73,809
FTEs:	0	0.088	0	0.00	0.088

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						
Number of new enrollments in the program.	35	7				14
Number of Drug Court participants in the program	75	41				37
Number of youth assessed for eligible to participate in the Drug Court program	85	17				45
Measures For Grant						
Number of eligible program youth served using Graduated Sanctions approaches	85	32				40
Outcome Impact Description	To demonstrate improved compliance to rules of probation and other outcomes of substance abusing juvenile offenders by maintaining accountability-based sanctions and increased family involvement in the supervision and treatment processes					
Number of new enrollments in the program.	35	7				14
Outcome Impact Description	To increase the number of drug court participants receiving substance abuse, case management and in home counseling services					
Number of participants in the program	75	41				37
Outcome Impact Description	To successfully identify potential candidates for the program.					
Number of youth assessed for eligible to participate in the Drug Court program	85	17				45
Outcome Impact Description	To improve access to substance abuse and co-occurring treatments and related services.					
Number of participants employed or enrolled in school at time of graduation (part time or full time).	30	12				10
Outcome Impact Description	To increase the number of participants that are employed or enrolled in school at graduation					
Number of participants that earn a GED, high school diploma, or vocational training credential while in the program	5	1				2
Outcome Impact Description	To improve educational and vocational competency of juveniles					
Number of participants that successfully complete the program	30	12				10

Outcome Impact Description	To increase the number of juveniles that are alcohol and drug free					
Number of program youth completing program requirements	30	12				10
Outcome Impact Description	To increase the number of juveniles that maintain a lifestyle free of alcohol and drug abuse					
Number of Drug Court Slots	45	20				45
Outcome Impact Description	To increase the number of drug court participants receiving substance abuse, case management and in home counseling services					
Number of program youth who reoffend	10	2				3
Outcome Impact Description	To increase community safety.					
Number of youth to test positive for drug use.	52	26				17
Outcome Impact Description	To increase the number of drug court participants receiving substance abuse, case management and in home counseling services in order to reduce the number of positive urinalysis.					

PBO Recommendation:

The Juvenile Probation department is requesting Commissioners Court approval of the award of the FY 13 Drug Court and In Home Family Services Grant from the Office of the Governor, Criminal Justice Division (OOG). The grant enhances the department's existing Drug Court Program, by providing State and County resources that allow the department to contract with a provider for intensive in-home family services for Drug Court participants and pay for part of an FTE.

The grant total will be \$73,809, including a required county match of \$7,381. The grant does not require the program to be continued upon termination.

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?

In the initial application Travis County Juvenile Probation Department is requesting approval of the continuing grant award for the OOG JABG Drug Court and In Home Family Services grant. This grant totals \$201,011 which includes the grant request of \$181,000 and match of \$20,011. However, due to budgetary constraints, OOG reduced the amount of the award request from \$181,000 to \$66,428; which in turn will reduce the County's match to \$7,381. The initial application was approved on the Commissioner Court's agenda on January 31, 2012. This grant will allow an increase in the number of offenders who can participate in the existing Juvenile Treatment Drug Court program by increasing the availability of substance abuse services for participating youth and their families. Specifically, the grant application is for contractual services. The project goal is to improve the outcome for substance abusing juveniles by improving family support and participation in treatment for the offender.

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

There is no long term County funding requirement of 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.

Yes, a 10 % match is required. General-funds from an existing position will be utilized for the required match as this staff member is the Drug Court Casework Manager on the grant. Total salary and benefits for this staff person is \$83,804. The match requirement of 10% for this grant application comes to \$7,381, which translates to approximately 8.8% or .088 cash to be matched with County funds (allocated through TCJPD General Fund).

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 Department intends to request subsequent year continuation funding for the contractual services 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 staff positions as well as other areas of Special Services Division. There is no provision in this grant for indirect costs.

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

N/A This is an established 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.

Improving family support and participation leads to improve outcome for substance abusing juvenile offenders. According to the most recent Annual Evaluation, a total of 70% (28/40) youth successfully completed the Juvenile Drug Court Program. These graduates were multiple offenders with a history of chronic substance use. The proposed project reflects the efforts as demonstrated under the Community Plan's funding priorities and supports the following: a continuation of the comprehensive assessment process; services for juveniles with both substance abuse and mental health treatment needs; and continuum of care initiatives, and research- and outcome-based programming.



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

THROUGH: *Maya Duff*
Maya Duff
Grant Coordinator

SUBJECT: Approval of Contract Award to Continue FY13 Drug Court & In-Home Family Services

DATE: October 4, 2012

The Office of the Governor has awarded continuation funding to Travis County Juvenile Probation Department through the Drug Court & In-Home Family Services program in the amount of \$66,428. This award comes with a 10% required match which amounts to \$7,381. This funding will allow an increase in the number of juveniles who can participate in the existing Juvenile Treatment Drug Court program by increasing the availability of substance abuse services for participating youth and their families. The project goal is to improve the outcome for substance abusing juveniles by improving family support and participation in treatment for the offender.

Please review this item and place it on the **October 23, 2012** Commissioner's Court agenda for their consideration and signature. Please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney
Rhett Perry, Financial Analyst, County Auditor
Barbara Swift, Deputy Chief
Gail Penney-Chapmond, Division Director
Kathy Smith, Project Coordinator
Sylvia Mendoza, Financial Manager, Financial Service
Michael Williams, Financial Analyst
Lisa Eichelberger, Business Analyst III
Grant File





State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 27, 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-J20-17318-09 **CFDA or State ID:** 16.523
Program Fund: JB-Juvenile Accountability Incentive Block Grants
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: Drug Court and In-Home Family Services
Grant Period: 09/01/2012 - 08/31/2013
Liquidation Date: 11/29/2013
Date Awarded: September 27, 2012
CJD Grant Manager: Cheryl Charlet

CJD Award Amount: \$66,428.00
Grantee Cash Match: \$7,381.00
Grantee In Kind Match: \$0.00
Total Project Cost: \$73,809.00

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: September 27, 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.

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:
	Contract Approval: X	Status Report: <input type="checkbox"/>
Check One:	Original:	Amendment: X
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: X
Department/Division:	HHSVS / FSS	
Contact Person/Title:	Lisa Sindermann / Financial Analyst Lead	
Phone Number:	854-4594	

Grant Title:	Comprehensive Energy Assistance Program (CEAP)			
Grant Period:	From:	01/01/12	To:	12/31/12
Fund Source:	Federal: X	State: <input type="checkbox"/>	Local: <input type="checkbox"/>	
Grantor:	Texas Department of Housing and Community Affairs			
Will County provide grants funds to a subrecipient?		Yes: <input type="checkbox"/>	No: X	
Are the grant funds pass-through another agency? If yes list originating agency below		Yes: X	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:	536,439	0	0	0	536,439
Operating:	4,009,733	0	0	0	4,009,733
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
Total:	4,546,172	\$0	\$0	\$0	4,546,172
FTEs:	4	0.00	0.00	0.00	4

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"/>	MG	
County Attorney	<input checked="" type="checkbox"/>	MEG	

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 Households receiving utility assistance	15,000					15,000
Measures For Grant						
Number of Households receiving utility assistance through the three grant components, Household Crisis, Co-Pay and Elderly/Disabled	4,852					4,852
Outcome Impact Description	Utility assistance provided by this program is to address a household crisis situation regarding energy bills; provide copayment or multiple term energy payments for the household in order to achieve energy self-sufficiency					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

HHS&VS is requesting approval of amendment #1 to the 2012 Comprehensive Energy Assistance Program (CEAP) grant. This amendment increases the federal pass-through funding by \$1,644,859, bringing the total award to \$4,546,172. There is no match requirement.

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 program assists low-income households with heating and cooling energy utility assistance and this amendment 1 should assist an additional 1,770 households within Travis County more than the original award. The program funding helps in assisting low-income families and individuals meet the goal of energy self-sufficiency. Program guidelines allow households to seek utility assistance to address a crisis situation relating to household energy bills or the household's situation may need a copayment or multiple payment term to achieve energy self-sufficiency.

The department also utilizes funding from this CEAP program for providing clients with case management services to address other household issues other than those encompassing energy needs.

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

No additional funds are 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.

There is no County match required and no commitment by the Court to fund services if funds are discontinued.

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for reimbursement costs related to salaries of current and/or temporary staff performing allowable functions associated with case management, administrative and direct services support (outreach). There is no indirect cost allocation.

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

Yes

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.

Travis County Health and Human Services & Veterans Service Family Support Services division staff performs client eligibility interviews with clients seeking assistance provided by this program and the other programs available through the department. These CEAP grant funds provide household utility assistance through the three utility assistance program components.

The CEAP program funding represents the department's largest program source for utility assistance. Funding made available from this program has a dramatic impact on the number of requests that can be met by the department for utility assistance from Travis County residents.



RECEIVED
12 SEP -6 AM 11:24
TRAVIS COUNTY
PLANNING & BUDGET OFFICE

**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**

100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

Sherri E. Fleming
County Executive
(512) 854-4100
Fax (512) 854-4115

DATE: September 5, 2012

TO: MEMBERS OF THE COMMISSIONERS COURT

FROM: *Sherri E. Fleming*
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

SUBJECT: Acceptance of 2012 Comprehensive Energy Assistance Program (CEAP)
Grant Contract Amendment 1

Proposed Motion: Consider and take appropriate action to approve the contract amendment 1 with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program Grant for 2012.

Summary and Staff Recommendation: Staff requests the acceptance of this contract amendment 1 from the Texas Department of Housing and Community Affairs. This amendment increases the grant funding by \$1,644,859 bringing the total award to \$4,546,172. This is the fourth year in which this grant's award amount is over \$3,000,000. With this additional grant funding, the department should be able to assist approximately 1,770 more low-income households.

These CEAP grant funds are used to respond to increased requests for utility assistance from County residents who have a household income level at or below 125% of the current Federal Poverty Income Guidelines and who are unable to meet their household energy needs.

Budgetary and Fiscal Impact: We are able to use the CEAP funds for direct services, administration, case management, and outreach services. The funds for direct services will be budgeted in the corresponding indigent utility assistance line items. No matching funds are required. The contract period is 01/01/12 through 12/31/12.

Issues and Opportunities: We utilize CEAP funds for direct service assistance, administrative costs, case management costs and direct services support or outreach. The Health and Human Services & Veterans Service department has provided the CEAP program and its great value to the community for the past seventeen years. The department coordinates its efforts with community resources such as faith-based organizations and other local agencies providing services to low-income residents of Travis County to ensure residents will attain the assistance they are seeking.

Within the present program year, we were able to assist more than 725 households within Travis County. The operation of this grant allows our department the ability to provide assistance to clients who are experiencing an energy-related hardship, and provide case management services to clients utilizing the co-payment and in some instances the elderly/disabled components. The aim of such services, to assist clients in obtaining energy self-sufficiency, is consistent with the goal of the Travis County Health and Human Services and Veterans Service department.

It should be noted that this is the seventeenth year that the CEAP contract has been electronically made available to Travis County. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract amendment, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract.

cc: Leslie Browder, County Executive, Planning and Budget Office
Diana Ramirez, Budget Analyst Sr., Planning and Budget Office
Nicki Riley, CPA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Michelle Gable, Auditor Analyst II, County Auditors Office
Cyd Grimes, C.P.M., CPPO, Travis County Purchasing Agent
Scott Worthington, Travis County Purchasing Office
Mary Etta Gerhardt, Assistant County Attorney
Jim Lehrman, Social Services Director, Family Support Services

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58120001374 FOR THE
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)
AMENDMENT NUMBER: 1

SECTION 1.

This Amendment Number 1 to CEAP Contract No.58120001374 is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Travis County , a political subdivision of the State of Texas (the "Subrecipient"), (hereinafter, collectively the "Parties").

SECTION 2.

Subrecipient and Department executed that certain CEAP Contract No. 58120001374 ("Contract") to be effective on 4/1/2012

SECTION 3.

Under the authority described in Section 8 of the Contract and for valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties hereby agree to [further] amend the Contract in the manner provided herein below:

1. Exhibit A, BUDGET, to the Contract is amended by replacing in its entirety with the amended Exhibit A, BUDGET, attach hereto (consisting of two (2) pages).

SECTION 4.

The Parties hereto agree that all other terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this First Amendment. In the event this First Amendment and the terms of the Contract [as amended by the First Amendment] are in conflict, this First Amendment shall govern, unless it would make the Contract void by law.

SECTION 5.

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 6.

This First Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

SECTION 7.

If any of the Parties returns this copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

SECTION 8.

By signing this First Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

SECTION 9.

This First Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

SECTION 10.

This First Amendment is executed to be effective on the date of execution by the authorized representative for the Department.

AGREED TO AND EXECUTED BY:

Travis County

a political subdivision of the State of Texas

By:

Title:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

a public and official agency of the State of Texas

By:

Title: Its duly authorized officer or representative

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58120001374 FOR THE FY 2012
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)
EXHIBIT A BUDGET
 Travis County, a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

 \$ 4,546,172.00 CEAP FUNDS CURRENTLY AVAILABLE
 \$ 1,200.00 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	\$ 284,061.00	-
Assurance 16	\$ 227,378.00	-
Direct Services	\$ 4,033,533.00	-
TOTAL CEAP BUDGET	\$ 4,544,972.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 1,277,285.00	31.67
Co-payment	\$ 1,277,285.00	31.67
Elderly and Disabled	\$ 1,277,286.00	31.67
Direct Service Support	\$ 201,677.00	5.00
TOTAL DIRECT SERVICES	\$ 4,033,533.00	100.00

Subrecipient's service area consists of the following Texas counties:

TRAVIS

45

Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6.00% of the contract expenditures, excluding Training/Travel costs.

Assurance 16 Activities costs are limited to 5.00% of the contract expenditures excluding Training and Travel costs. Direct Services Support costs are limited to 5.00% of total Direct Services expenditures.

Expenditures for Elderly/Disabled must be at least 10% of Direct Service Dollars expended. Household Crisis and Co-Payment Percentage will be established by Subrecipient. Direct Services Support (may not exceed 5% of Direct Services dollars expended).

Department's prior written approval for purchase or lease of equipment with an acquisition cost of \$5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases..

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Period. A second and final budget revision must be received by the Department on or before November 16, 2012.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with "Direct Service Support" funds or other funds.

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:	1580320001	
Contact Person/Title:	Lisa Sindermann / Financial Analyst Lead	
Phone Number:	854-4594	

Grant Title:	LIHEAP Weatherization Assistance Program		
Grant Period:	From: 04/01/12	To: 03/31/13	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Housing & Community Affairs (TDHCA)		
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:	229,312	0	0	0	\$229,312
Operating:	537,064	0	0	0	\$537,064
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	50,958	0	0	0	\$50,958
Total:	\$817,334	\$0	\$0	\$0	\$817,334
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		

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

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 referrals required to support Housing programs from emergency assistance centers includes DOE, LIHEAP, and Home Repair	710					710
Measures For Grant						
# of Households receiving LIHEAP Weatherization Assistance Program	153					153
Outcome Impact Description	Providing weatherization services and minor home repair for clients as prescribed by the grant guidelines will lower the household energy usage, lower household energy costs, and enable the household to become energy self-sufficient.					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

HHS&VS is requesting approval of a grant contract that continues the Low Income Home energy Assistance Act (LIHEAP) Weatherization Assistance Program through March 31, 2013. The grant award totals \$817,334 and includes indirect costs of \$50,958, or 6% of the total grant budget. There is no match requirement for this program.

PBO recommends approval of this grant 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 Department has received the 2012 - 13 LIHEAP contract from the Texas Department of Housing and Community Affairs with the contract award amount of \$817,334 for the program. This funding provides approximately \$229,312 for salary or labor expenses, approximately \$535,064 for materials expenses, \$2,000 for training expenses and \$50,958 for indirect costs related to weatherization assistance provided to the clients' residence.

The department has received this grant for a number of years. These funds will be utilized to assist low-income households to achieve a level of energy efficiency by providing weatherization assistance to the residences. The benefit of weatherizing these households and reducing their home energy needs will further improve the ability to become energy self-sufficient.

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

No additional funds are 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.

There is no County match required and no commitment by the Court to fund services if funds are discontinued.

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for indirect costs (\$50,958) at the rate of 6.0% of the total allowable expenditures.

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

Yes

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.

Travis County Health and Human Services & Veterans Service Family Support Services division staff will perform the client eligibility interviews for assistance provided by this program and other programs available through the department. The Family Support Services staff will make referrals to the Housing Services division staff of those households deemed eligible for weatherization assistance. The Housing Services' staff performs assessments of these residences and determines the weatherization services and minor home repairs that can be addressed with this and other grant funding applicable and available at the time. The weatherization assistance services are provided at the client's residences by either in-house staff or through purchasing vendor contracted services.



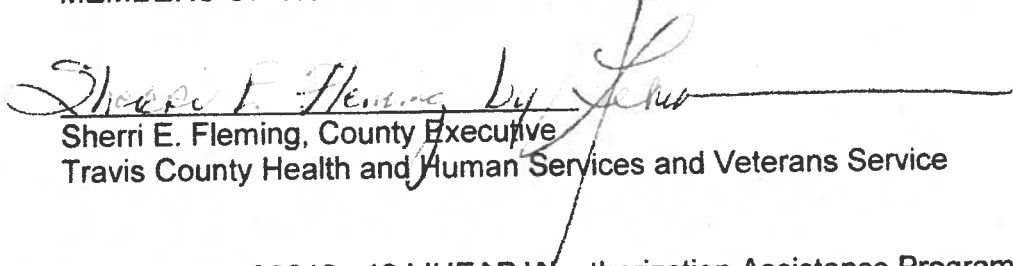
**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE**
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767

Sherri E. Fleming
County Executive
(512) 854-4100
Fax (512) 279-1608

MEMORANDUM

Date: October 9, 2012

To: MEMBERS OF THE COMMISSIONERS COURT

From: 
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

Subject: Acceptance of 2012- 13 LIHEAP Weatherization Assistance Program Contract

Proposed Motion: Consider and take appropriate action to approve the contract with Texas Department of Housing and Community Affairs for the LIHEAP Weatherization Assistance Program for 2012 - 13.

Summary and Staff Recommendation: Staff requests the acceptance of this contract from the Texas Department of Housing and Community Affairs (TDHCA). The total grant funding for this contract is in the amount of \$817,334. The LIHEAP grant funds awarded to Travis County are used to provide weatherization services and minor home repair assistance for low-income households. Some examples of the program's weatherization services are providing attic and wall insulation, repair or replacement of the heating and cooling household appliances, minor household repairs such as replacing doors or patching interior walls, addressing health and safety issues by adding or replacing smoke and carbon monoxide detectors. The distribution of assistance will be to qualified Travis County residents with household income levels at

or below 125% of the current Federal Poverty Income Guidelines with household weatherization needs.

Budgetary and Fiscal Impact: We will be able to use the LIHEAP funds for administration, materials, labor and training. The funds for materials will be budgeted in the GL accounts for building repairs and maintenance and supplies & equipment. Funding for labor will be budgeted in the corresponding salaries and benefit GL accounts. Funds for training will be budgeted in the applicable registration and travel, meals and lodging GL accounts. No matching funds are required for this grant. This contract period is 04/01/12 through 03/31/13.

Issues and Opportunities: We were able to provide weatherization services for 340 dwelling units with use of these grant funds in the last allocation period. The department utilizes this program to obtain a goal of assisting low-income households in achieving a level of energy efficiency, giving priority to households with one or more persons age 60 or above and/or an individual with a disability. Priority also is given to those households with young children age six and under and to those with the lowest incomes that pay the highest portion of their incomes for home energy.

It should be noted that this contract is made available electronically to Travis County from the Texas Department of Housing and Community Affairs. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract.

cc: Leslie Browder, County Executive, Planning and Budget Office
Diana Ramirez, Budget Analyst Sr., Planning and Budget Office
Nicki Riley, CPA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Michelle Gable, Auditor Analyst II, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes C.P.M., CPPO, Travis County Purchasing Agent
Scott Worthington, Travis County Purchasing Office
Deborah Britton, Division Director, Community Services
Lance Pearson, Housing Manager, Housing Services

SECTION 1. PARTIES TO THE CONTRACT

This LIHEAP Weatherization Assistance Program Contract (hereinafter "Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Travis County [a political subdivision of the State of Texas](hereinafter the "Subrecipient").

SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is April 01, 2012 through March 31, 2013 (hereinafter the "Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, on an equitable basis throughout its service area, develop and implement a Weatherization Assistance Program (WAP) in the counties and in accordance with the term of the Contract and the "Budget and Performance Statement" attached as Exhibit A to the Contract and incorporated herein for all relevant purposes. Subrecipient shall develop and implement the WAP to assist in achieving a prescribed level of energy efficiency in the dwellings of low-income persons. WAP services will be provided to owner occupied units as well as rental units. Priority will be given to in no particular order (1) households with elderly persons, (2) persons with disabilities, (3) households with young children that are age five (5) or younger, and/or (4) households with a high energy burden and households with high energy consumption. Subrecipient shall implement WAP in accordance with the provisions of Part A of the Energy Conservation in Existing Buildings Act of 1976, as amended (42 U.S.C. §6861 et seq.) (herein, the "WAP Act"), the U.S. Department of Energy (DOE) implementing regulations codified in 10 C.F.R. Parts 440 and 600 (herein, the "WAP Regulations"), any applicable Office of Management and Budget (OMB) Circulars, the Texas WAP State Plan, the Texas LIHEAP State Plan; the implementing State regulations at Title 10, Part I, Chapter 5, Subchapters A, E and F of the Texas Administrative Code as amended or supplemented from time to time (herein, the "WAP and LIHEAP State Rules"), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. §8621 et seq.) (herein, the "LIHEAP Act"), and the implementing regulations codified in 45 C.F.R. Part 96 (herein, the "LIHEAP Regulations"). Before commencing any weatherization work, Subrecipients are required to complete energy audits. The work will be completed in accordance with the International Energy Conservation Code and the minimum requirements set in the State of Texas adopted International Residential Code or in jurisdictions authorized by State law to adopt later editions.

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified in the "Budget and Performance Statement" attached hereto as Exhibit A.
- B. Department's obligations under this Contract are contingent upon the actual receipt by Department of adequate LIHEAP federal program funds. If sufficient funds are not available, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract.
- C. Department is not liable for any cost incurred by Subrecipient which:
- (1) is incurred to weatherize a dwelling unit which is not an eligible dwelling unit as defined in §440.22 of the WAP Regulations;
 - (2) is incurred to weatherize a dwelling unit which is designated for acquisition or clearance by a federal, state, or local program within twelve months from the date weatherization of the dwelling unit is scheduled to be completed;
 - (3) is incurred to weatherize a dwelling unit previously weatherized with weatherization assistance program funds, except as provided for in §440.18(e)(2) of the WAP Regulations;

- (4) is for Subrecipient's administrative costs incurred in excess of the maximum limitation set forth in Section 8 of this Contract;
- (5) is not incurred during the Contract Term;
- (6) is not reported to Department on a monthly LIHEAP expenditure report and/or a monthly LIHEAP performance report within sixty (60) days of the termination of this Contract Term;
- (7) is subject to reimbursement by a source other than Department; or
- (8) is made in violation of any provision of this Contract or any provision of federal or state law or regulation, including, but not limited to those enumerated in this Contract.

D. Subrecipient shall refund, within fifteen (15) days of Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract. Department may offset or withhold any amount otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this or any other Contract between the parties.

E. Notwithstanding any other provision of this Contract to the contrary, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **\$817,334.00**.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Each month, Subrecipient may request an advance payment of LIHEAP funds under this Contract by submitting a monthly expenditure report to Department (through the electronic reporting system) at its offices in Travis County, Texas. Subrecipient must maintain and follow written procedures to minimize the time elapsing between the transfer of funds from Department and the disbursement of such funds by Subrecipient.

B. Subrecipient's requests for advances shall be limited to the minimum amount needed to perform contractual obligations and timed to be in accordance with actual, immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract. The timing and amount of cash advances shall be as close as administratively feasible, not to exceed a 30-day projection of the actual disbursements by the Subrecipient to direct program costs and the proportionate share of any allowable indirect costs.

C. Subsection 4(A) notwithstanding, Department reserves the right to use a cost reimbursement method of payment for all funds if (1) Department determines that Subrecipient has maintained excess cash balances; (2) Department identifies any deficiency in the cash controls or financial management system maintained by Subrecipient; (3) Department determines that a cost reimbursement method would benefit the program; (4) Department's funding sources require the use of a cost reimbursement method; or (5) Subrecipient fails to comply with any of the reporting requirements of Section 10.

D. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible dwelling units of the weatherization assistance program and for the payment of the allowable expenditures identified in this Contract.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the Uniform Grant and Contract Management Standards 1 T.A.C. §5.141 et seq. (the "Uniform Grant Management Standards") provided, however, that all references therein to "local government" shall be construed to mean Subrecipient.

B. Uniform cost principles for governments are set forth in Office of Management and Budget ("OMB") Circular A-87 as implemented by 2 C.F.R. Part 225, and for private non-profit organizations in OMB Circular A-122 as implemented by 2 C.F.R. Part 230. Uniform administrative requirements for governments are set forth in OMB Circular A-102, and for private non-profits in OMB Circular A-110. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under Circular A-133 is \$500,000.

C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the WAP Act and LIHEAP Act.

SECTION 7. TERMINATION AND SUSPENSION

- A. Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes but is not limited to Subrecipient's failure to comply with any term of this Contract, the Texas Administrative Code: 10 TAC §5.17 (Sanctions and Contract Close Out), any State weatherization regulation, and the WAP State Plan. Department shall notify Subrecipient in writing no less than thirty (30) days prior to the date of termination.
- B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend Subrecipient's performance under this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in Subrecipient's performance. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.
- C. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between Parties.
- D. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.
- E. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient.
- F. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under WAP, or a reduction in the original allocation of funds to Subrecipient.

SECTION 8. ALLOWABLE EXPENDITURES

- A. The allowance of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 5 and the regulations set forth in §440.18 of the WAP Regulations, subject to the limitations and exceptions set forth in this Section.
- B. To the maximum extent practicable, Subrecipient shall utilize funds provided under this Contract for the purchase of weatherization materials. All weatherization measures installed must have an approved State of Texas Energy Audit savings-to-investment ratio (SIR) of one or greater unless otherwise indicated as health and safety or incidental repair items. Weatherization measures installed shall begin with those having the greatest SIR (on approved State of Texas Energy Audit) and proceed in descending order to the measures with the smallest SIR or until the maximum allowable per unit expenditures are achieved. Subrecipient shall weatherize eligible dwelling units using only weatherization materials which meet or exceed the standards prescribed by DOE in Appendix A to Part 440 of the WAP Regulations, State of Texas adopted International Residential Code (IRC) or jurisdictions authorized by State law to adopt later editions.

Allowable expenditures under this Contract include:

- (1) the purchase and delivery of weatherization materials as defined in §440.3 of the WAP Regulations;
- (2) labor costs for doors, primary windows and storm windows that will result in approved energy savings with a SIR of one or greater in accordance with §440.19 of the WAP Regulations;
- (3) the cost of weatherization materials and labor for heating and cooling system tune ups, repairs, modification, or replacements if such will result in improved energy efficiency as demonstrated by SIR of one or better in the approved State of Texas Energy Audit and, whenever available, heating and cooling systems must have an Energy Star rating;
- (4) transportation of weatherization and repair materials, tools, equipment, and work crews to a storage site and to the site of weatherization work;
- (5) maintenance, operation, and insurance of vehicles used to transport weatherization materials;
- (6) maintenance of tools and equipment;

(7) purchase or lease of tools or equipment;

(8) employment of on-site supervisory personnel;

(9) storage of weatherization materials, tools, and equipment;

(10) incidental repairs (such as repairs to roofs, walls, floors, and other parts of a dwelling unit) if such repairs are necessary for the effective performance or preservation of weatherization measures (If incidental repairs are necessary to make the installation of the weatherization measures effective, the cost of incidental repair measures charged to WAP funds awarded under this Contract shall not exceed the cost of weatherization measures charged to WAP funds and shall have a whole house SIR of one or greater on the approved State of Texas Energy Audit.);

(11) allowable health and safety measures; and

(12) allowable base load reduction measures. Health and Safety funds not expended may be moved to the labor, materials, and program support category. These changes will require a Contract action; therefore, Subrecipient must provide written notification to the Department at least 90 days prior to the end of the Contract term before these funds can be moved.

C. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the "Budget and Performance Statement" attached hereto as Exhibit A. Allowable administrative costs may include reasonable costs associated with Subrecipient's administrative personnel, travel, audit fees, office space, equipment, and supplies which are necessary for the administration of WAP. Administrative costs are earned based upon the allowable percentage of total allowable expenditures, excluding the allowance for Department / LIHEAP Training Travel or special equipment purchases. Subrecipient may use any or all of the funds allowed for administrative purposes under this Contract for the purchase and delivery of weatherization materials. These changes will require a contract action; therefore, Subrecipient must provide written notification to the Department at least 90 days prior to the end of the Contract Term before these funds can be moved.

D. To the maximum extent practicable, Subrecipient shall secure the services of volunteers to weatherize dwelling units under the direction of qualified supervisors.

SECTION 9. RECORD KEEPING REQUIREMENTS

A. Subrecipient shall comply with the record keeping requirements set forth at §440.24 of the WAP Regulations and with such additional record keeping requirements as specified by Department.

B. For each dwelling unit weatherized with funds received from LIHEAP WAP under this Contract, Subrecipient shall maintain a file containing the following information:

(1) completed "Application for Weatherization Services" indicating the ages of the residents, presence in the household of children age five (5) or younger, elderly persons (60 years or older), and persons with disabilities;

(2) 12 month customer billing history for utilities or consumption disclosure release form;

(3) eligibility documentation (proof of income eligibility shall consist of checks, check stubs, award letters, employer statements, or other similar documents including total income and public assistance payments); no dwelling unit shall be weatherized without documentation that the dwelling unit is an eligible dwelling unit as defined in §440.22 of the WAP Regulations. All proof of income must reflect earnings from within 12 months of the start date indicated on the building weatherization report (BWR). Proof of income documentation requirements are the same for both single and multifamily housing; all new applications must have proof of income, or a complete, signed and notarized Declaration of Income Statement Form for the previous 30 days;

(4) BWR to include certification of final inspection and Justification for Omission of Priorities if applicable;

(5) invoices of materials purchased or inventory removal sheets;

(6) invoices of labor;

(7) ~~Posted on the LIHEAP website~~ Landlord agreement form (including Exhibits A and B), and landlord financial participation form and Permission to Conduct Energy Audit Form (Department form); and all other Landlord forms found in the Energy Assistance Section of the Departments website;

(8) Notice of Denial (Department form), if applicable;

(9) Signed and dated Building Assessment form, to include at a minimum, existing efficiencies of all heating and cooling appliances;

(10) Attic Inspection (local design allowed);

(11) Wall Inspection (local design allowed);

(12) Documentation of pre weatherization carbon monoxide readings for all combustible appliances;

(13) Documentation of post weatherization carbon monoxide readings for all combustible appliances;

(14) Blower Door Data Sheet;

(15) Duct Blower Data Sheet

(16) Refrigerator metering Information

(17) Signed client refrigerator replacement form (if applicable)

(18) Completed, Signed and Dated Priority List Form (if applicable)

(19) A complete copy of the approved State of Texas Energy Audit;

(20) A complete approved State of Texas Energy Audit back-up for all units weatherized

(21) Signed client receipt of the unified weatherization elements notification form that includes Lead Hazard Information, Identification of Mold Like Substance, and State Historical Preservation Information and

(22) Signed client receipt of Mold-Like Substance and Release For (if applicable).

C. For each multi-family project weatherized with funds received from LIHEAP under this Contract, Subrecipient shall maintain a master file containing the following information:

(1) Multifamily Pre-Project Form;

(2) Multifamily Post-Project Checklist Form;

(3) Permission to Perform an Assessment for Multifamily Project Form;

(4) Landlord Agreement Form;

(5) Landlord Financial Participation Form;

(6) Significant Data Required in all Multifamily Projects

D. Documentation for weatherization material standards purchased under this Contract must be maintained. These standards must meet the requirements according to Appendix A to Part 440 of the WAP Regulations.

E. Subrecipient shall give the federal and state funding agencies, the Comptroller General of the United States, and Department access to and the right to reproduce all records pertaining to this Contract. All such records shall be maintained for at least three years after final payment has been made and all other pending matters are closed. Subrecipient shall include the requirements of this Subsection in all subcontracts.

F. All LIHEAP WAP records maintained by Subrecipient, except records made confidential by law, shall be available for inspection by the public during Subrecipient's normal business hours to the extent required by the Texas Public Information Act (Chapter 552 of the Texas Government Code).

G. All subrecipients must conduct a full household assessment addressing all possible allowable weatherization measures.

SECTION 10. REPORTING REQUIREMENTS

- A. Subrecipient shall electronically submit to Department no later than fifteen (15) days after the end of each month of the Contract term a Performance Report listing demographic information on all units completed in the previous month and an Expenditure Report listing all expenditures of funds under this Contract during the previous month. These reports are due even if Subrecipient has no new activity to report during the month. Both reports shall be submitted electronically.
- B. Subrecipient shall electronically submit to Department no later than sixty (60) days after the end of the Contract term a final expenditure and programmatic report utilizing the Monthly Expenditure Report. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract may result in ineligibility to receive additional funds or additional contracts.
- C. Subrecipient shall submit to Department no later than sixty (60) days after the end of the Contract term an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000.00 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts. The inventory shall reflect the tools and equipment on hand as of the last day of the Contract term.
- D. Subrecipient shall submit other reports, data, and information on the performance of this Contract as may be required by DOE pursuant to §440.25 of the WAP Regulations, by U. S. Department of Health and Human Services (HHS), or by the Department.
- E. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, including responses to monitoring reports, Department may withhold any and all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives LIHEAP WAP funds from the Department over two or more Contracts of subsequent terms, funds may be withheld or this Contract suspended or terminated by Subrecipient's failure to submit a past due report or response (including a report of audit) from a prior Contract Term.
- F. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the <https://www.bpn.gov/ccr/default.aspx> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

SECTION 11. CHANGES AND AMENDMENTS

- A. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation, so long as approved by the Department.
- B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.

SECTION 12. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this contract in accordance with the Uniform Grant Management Standards, Common Rule, §_25, OMB Circular A-110 §_24, and OMB Circular A-102, Attachment, 2e.

SECTION 13. TECHNICAL GUIDANCE

Department may issue technical guidance to explain the rules and provide directions on the terms of this Contract. Installation of weatherization materials shall be in accordance with the Material Installation Standards/Manual.

SECTION 14. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor. To the extent allowed by law, Subrecipient agrees to indemnify Department against any disallowed costs or other claims, which may be asserted by any third party in connection with the services to be performed by Subrecipient under this Contract.

SECTION 15. PROCUREMENT STANDARDS

- A. Subrecipient shall comply with OMB Circular A-102, 10 C.F.R. § 600.236(b-i) and 10 T.A.C. § 5.10.
- B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000 unless Subrecipient has received the prior written approval of Department for such purchase
- C. Upon the termination or non-renewal of this Contract, Department may transfer title to any such property or equipment having a useful life of one year or more or a unit acquisition cost (the net invoice unit price of an item of equipment) of \$5,000 or more to itself or to any other entity receiving Department funding.

SECTION 16. SUBCONTRACTS

- A. Subrecipient may not subcontract the primary performance of this Contract and only may enter into properly procured contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 21.
- B. In no event shall any provision of this Section 16, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under Section 16 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 16 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

SECTION 17. AUDIT

- A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:
 - (1) Subrecipients expending \$500,000 or more in federal financial assistance for any fiscal year ending on or after December 31, 2003, shall have an audit made in accordance with Department's supplemental audit guide, the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, et seq. and OMB Circular No. 133 - Revised June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations." For purposes of this Section 16, "federal financial assistance" means assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.
 - (2) Subrecipient shall utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract, provided however that Department shall not make payment for the cost of such audit services until Department has received a satisfactory audit report, as determined by Department, from Subrecipient.

Updated 10-18-12 at 4:00pm
(3) Subrecipient shall submit three (3) copies of such audit report and any associated management letter to the Department, two (2) copies of the audit report to Department's Compliance and Asset Oversight Division and one (1) copy of the audit report to the Department's Community Affairs Division within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section 17 are subject to review and resolution by Department or its authorized representative. Subrecipient shall submit such audit report to the Federal clearinghouse designated by OMB in accordance with OMB A-133.

(4) The audit report must include verification of all expenditures by budget category, in accordance with the final "Monthly Expenditure Report" submitted to close out each year during the Contract Term.

B. Subsection A of this Section 17 notwithstanding, Subrecipients expending less than \$500,000 in Federal financial assistance may arrange for the performance of an annual financial statement audit. Such audit should include verification as required in Subsection 17(A)(4) of this Section 17.

C. Subsection A of this Section 17 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

D. Subrecipient understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

E. Subrecipient shall take such action to facilitate the performance of such audit or audits conducted pursuant to this section as Department may require of Subrecipient.

F. Subrecipient shall procure audit services by a process approved by the Commissioner Court provided that the process meets the requirements of OMB A-133 and all other applicable state and federal laws and regulations including but not limited to 10 TAC 5.10, 45 CFR §92.26 and 45 CFR §92.36. The auditor shall retain working papers and reports for a minimum of the three years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

SECTION 18. MANAGEMENT OF EQUIPMENT AND INVENTORY

A. Subrecipient acknowledges that any vehicles, tools, and equipment with a unit acquisition cost of \$5,000 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts, are not assets of either the subrecipient or the Department but are held in trust for the Weatherization Assistance Program and as such are assets of the Weatherization Assistance Program. Any equipment, tools, or vehicles having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit must receive prior approval from the Department before the purchase is made.

B. Subrecipient shall develop and implement a property management system, which conforms to the uniform administrative requirements referenced in Section 6. Subrecipient shall not use, transfer, or dispose of any property acquired in whole or in part with funds provided under this or a previous weatherization assistance program Contract except in accordance with its own property management system.

C. Upon termination or non-renewal of this Contract, the Department may transfer the title of equipment to a third party named by the Department. Such a transfer shall be subject to the following standards:

(1) The equipment shall be appropriately identified in the award or otherwise made known to the recipient in writing.

(2) The Department will issue disposition instructions after receipt of final inventory.

D. Subrecipient shall establish adequate safeguards to prevent loss, damage, or theft of property acquired hereunder and shall promptly report to Department any loss, damage, or theft of property with an acquisition cost of Five Thousand and no/100 Dollars (\$5,000) or more.

E. In addition to the inventory of tools and equipment required under Section 10, Subrecipient shall take a physical inventory of all WAP materials and shall reconcile the results with its property records at least once every year. Any differences between quantities determined by the inventory and those shown in the property records shall be investigated by Subrecipient to determine the cause of the difference.

SECTION 19. INSURANCE REQUIREMENTS

Subrecipient shall maintain adequate personal injury and property damage liability insurance or, if Subrecipient is a unit of local government, shall maintain sufficient reserves to protect against the hazards arising out of or in connection with the performance of this Contract. Subrecipient is encouraged to obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered and if it is not, Subrecipients should consider securing adequate coverage for all units to be weatherized.

If Subrecipient is not a unit of local government, Subrecipient shall provide Department with certificates of insurance evidencing Subrecipient's current and effective insurance coverage. Subrecipient agrees to notify the Department immediately upon receipt of notification of the termination, cancellation, expiration, or modification of any insurance coverage or required policy endorsements. Subrecipient agrees to suspend the performance of all work performed under this Contract until Subrecipient satisfies the coverage requirements and obtains the policy endorsements, and has delivered to Department certificates of insurance evidencing that such coverage and policy endorsements are current and effective, and has been notified by Department that such performance of the work under this Contract may recommence. Subrecipients must also require all independent subcontractors to have general liability insurance. Subrecipients' insurance must cover the pollution occurrence insurance coverage for their independent subcontractors or the independent subcontractors must obtain the coverage.

SECTION 20. LITIGATION AND CLAIMS

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

SECTION 21. TECHNICAL ASSISTANCE AND MONITORING

Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may request corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term.

SECTION 22. LEGAL AUTHORITY

- A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been authorized by Subrecipient to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to all terms, provisions and performances herein set forth.
- C. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 22.

SECTION 23. COMPLIANCE WITH LAWS

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the WAP Act, the WAP Regulations, the LIHEAP Regulations, any applicable Office of Management and Budget (OMB) Circulars, the Texas DOE WAP State Plan, LIHEAP State Plan, the WAP and LIHEAP State Rules, and all federal, state, and local laws and regulations applicable to the performance of this Contract.
- B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract that it is implementing the Drug-Free Workplace Act of 1988.
- C. PRO-CHILDREN ACT OF 1994. Subrecipient shall follow the requirements of the Pro-Children Act of 1994, (20 U.S.C. Sec. 6081 et seq.) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.
- D. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

SECTION 24. PREVENTION OF FRAUD AND ABUSE

- A. Subrecipient shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse in the WAP and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Subrecipient's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by Department.
- B. Subrecipient shall give Department access to all of its records, employees, and agents for the purpose of monitoring or investigating the WAP. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse. Subrecipient shall immediately notify the Department of any identified instances of waste, fraud, or abuse.
- C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 25. SPECIAL COMPLIANCE PROVISIONS

Subrecipient shall comply with the requirements of all applicable laws and regulations, including those specified in Parts 400 and 600 of the WAP Regulations.

SECTION 26. CONFLICT OF INTEREST/NEPOTISM

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.
- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. Subrecipients who are local governmental entities shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.
- E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

SECTION 27. POLITICAL ACTIVITY AND LOBBYING PROHIBITED

- A. Funds provided under this Contract shall not be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.
- B. Funds provided under this Contract may not be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

SECTION 28. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

- A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- C. Subrecipient will include the substance of Section 28 in all subcontracts.

SECTION 29. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Updated 10-18-12 at 4:00pm
Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient/Local Operator, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient, or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a(f), Subrecipient shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

SECTION 30. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Subrecipient/Local Operator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 31. TRAINING AND TECHNICAL ASSISTANCE FUNDS

A. Training and technical assistance funds shall be used for State sponsored, LIHEAP sponsored, and other relevant workshops and conferences provided the agenda includes topics directly related to administering WAP in accordance with §5.532 of the WAP and LIHEAP State Rules. For Training & Technical Assistance other than State or DOE sponsored, Subrecipient must receive prior written approval from the Department.

B. The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circulars (A-87 {2 CFR 225} and A-122 {2 CFR 230} as appropriate), and either its board-approved travel policy, or in the absence of such a policy, the State of Texas travel policies.

SECTION 32. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that neither it nor its current principle parties are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this Contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the Excluded Parties List System at <http://www.epls.gov/> or by collecting a certification from the potential subcontractor.

SECTION 33. NO WAIVER

No right or remedy given to Department by this Contract shall preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

Updated 10-18-12 at 4:00pm
SECTION 34. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
 - 1. Exhibit A, Budget and Performance Statement
 - 2. Exhibit B, Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
 - 3. Exhibit C, PRWORA Requirements
 - 4. Exhibit D, Documentation of Disability

SECTION 35. SEVERABILITY

If any portion of this Contract is held to be invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

SECTION 36. HISTORICAL PRESERVATION

Prior to the expenditure of Federal funds to alter any structure or site, the Subrecipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (16 U.S.C. 470)(NHPA). The Department has provided guidance through the Memorandum of Understanding with the Texas Historical Commission posted on the Department website <http://www.tdhca.state.tx.us/recovery/detail-wap.htm> under the Plans and Agreements section.

SECTION 37. USE OF ALCOHOLIC BEVERAGES

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 38. FORCE MAJURE

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

- A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and
- B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

SECTION 39. APPEALS PROCESS

In compliance with the WAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner, according to §5.505 of the WAP State Rules.

SECTION 40. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

SECTION 41. COUNTERPARTS AND FACSIMILIE SIGNATURES

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 42. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 43. NOTICE

A. If notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P.O. Box 13941
Austin, Texas 78711-3941
Attention: Michael DeYoung
Telephone: (512) 475-2125
Fax: (512) 475-3935
E-mail address: michael.deyoung@tdhca.state.tx.us

As to Subrecipient:

Travis County
PO Box 1748
Austin, TX 78767
Attention: Sherri Fleming, County Executive

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 43.

SECTION 44. VENUE AND JURISDICTION

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

SECTION 45. IMMUNITY

It is expressly understood and agreed by all parties that, in the execution of this Agreement, County does not waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

Updated 10-18-12 at 4:00pm
EXECUTED to be effective on: 4/1/2012

Travis County

a political subdivision of the State of Texas

BY: Samuel T. Biscoe, Travis County Judge on _____ Date _____

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

a public and official agency of the State of Texas

By:

Title: Its duly authorized officer or representative

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 81120001414 FOR THE 2012
LIHEAP WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 93.568)
EXHIBIT A

BUDGET AND PERFORMANCE DOCUMENT

Travis County
a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 815,334.00	LIHEAP FUNDS CURRENTLY AVAILABLE
\$ 2,000.00	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
\$ 815,334.00	TOTAL ANTICIPATED LIHEAP FUNDS
\$ 2,000.00	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current Contract Term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS

CATEGORIES	FUNDS
² ADMINISTRATION	\$ 50,958.00
³ Materials / Program Support / Labor	\$ 611,501.00
⁴ Health and Safety	\$ 152,875.00
SUB-TOTAL	\$ 815,334.00
⁵ Training and Technical Assistance	\$ 2,000.00
TOTAL	\$ 817,334.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

¹ Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current Contract Term. Only those written request(s) from the subrecipients received at least 45 days prior to the end of the Contract Term will be reviewed. TDHCA may decline to review written requests received during the final 45 days of the Contract Term..

² Denotes maximum for administration based on 6.00% of total allowable expenditures.

³ Expenses incurred under Roof Repair will come out of your Materials / Program Support / Labor budget.

⁴ Denotes the maximum allowed for Health and Safety expenditures.

⁵ Department approved training / travel only.

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PERFORMANCE

Subrecipient's service area consists of the following Texas counties:

TRAVIS

Subrecipient shall provide weatherization program services sufficient to expend the Contract funds during the Contract term. WAP costs per unit, excluding health and safety expenses, shall not exceed \$4,000.00 without prior written approval from the Department.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 81120001414 FOR THE 2012
LIHEAP WEATHERIZATION ASSISTANCE PROGRAM (CFDA# 93.568)
EXHIBIT B

CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

Travis County
a political subdivision of the State of Texas

The undersigned certifies, to the best of its 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 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, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on 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
a political subdivision of the State of Texas

BY: Samuel T. Biscoe, Travis County Judge on _____ Date

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 81120001414 FOR THE FY 2012
LIHEAP WEATHERIZATION ASSISTANCE PROGRAM (CFDA # 93.568)
EXHIBIT C

PRWORA REQUIREMENTS

Travis County ,
a political subdivision of the State of Texas

If an individual is applying for LIHEAP funds, a subrecipient must verify that the individual applying for LIHEAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. § 1601 et. seq., as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

To ensure that a non-qualified applicant does not receive "federal public benefits," a unit of general purpose government that administers "federal public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility. 8 U.S.C. § 1642 (a) and (b). Subrecipient must use the SAVE verification system to verify and document qualified alien eligibility.

An exception to the requirement of verification of alienage status applies when the applicant's eligibility is determined by a non-profit charitable organization. To be eligible for this exemption, an organization must be both "nonprofit" and "charitable." An organization is "nonprofit" if it is organized and operated for purposes other than making gains or profits for the organization, its member or its shareholders, and is precluded from distributing any gains or profits to its members or shareholders. An organization is "charitable" if it is organized and operated for charitable purposes. The term "charitable" should be interpreted in its generally accepted legal sense as developed by judicial decisions. It includes organizations dedicated to relief of the poor and distressed or the underprivileged, as well as religiously-affiliated organizations and educational organizations. Federal Register on November 17, 1997 at 62 Fed. Reg. 61344.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 81120001414 FOR THE FY 2012
LIHEAP WEATHERIZATION ASSISTANCE PROGRAM (CFDA # 93.568)
EXHIBIT D

DOCUMENTATION OF DISABILITY

Travis County ,
a political subdivision of the State of Texas

1. All WAP repairs, purchases and/or replacements of heating/cooling units are allowable only for eligible units for which a whole house assessment has been completed and either health and safety issues documented or an Energy Audit showing a Savings-to-Investment Ratio of 1 or greater for the repair, purchase and/or replacement has been completed. No other reason for repair, purchase and/or replacements, including medical reasons, shall be accepted. Under NO CIRCUMSTANCES should clients' medical information be collected or kept by Subrecipients.
2. Acceptable forms of Documentation of Disability include: Social Security or Supplemental Security Income Statement, and acceptable proof of disability shall be kept in the client's file to validate eligibility. In no instance should a medical professional's documentation of disability be considered acceptable proof of a disability.
3. Documentation of Disability must NOT include documentation from a medical professional such as a doctor's letter, but only other forms of documentation of disability such as Social Security or a Supplemental Security Income statement, and shall be kept in client's file to validate eligibility.