

ITEM 9



Travis County Commissioners Court Agenda Request

Meeting Date: November 6, 2012

Prepared By/Phone Number: David A. Salazar 854-4107

Elected/Appointed Official/Dept. Head: Sherri E. Fleming,
County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and Take Appropriate Action to Approve the Agreement with the City of Austin/Austin Energy to Continue the Emergency Financial Assistance Program for Utility Assistance for Low-Income Households in Travis County that are Customers of Austin Energy in FY2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County has participated in Austin Energy's program for utility assistance for a number of years and, because of this program, were able to assist 378 households during the past program year within Travis County as a result. The operation of the program allows the Department the ability to provide utility assistance to clients experiencing energy-related hardships.

Austin Energy has changed the name of the program from the Customer Assistance Program (CAPS) or Plus 1 to the Emergency Financial Assistance Program, but has not changed the program guidelines. These funds are used to respond to requests for utility assistance from households with incomes at or below 200% of the Federal Poverty Income Guidelines and are unable to meet their household energy needs. To participate in this program, these households must be customers of Austin Energy and Travis County residents.

STAFF RECOMMENDATIONS:

Staff recommends acceptance and approval of this agreement.

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

ISSUES AND OPPORTUNITIES:

Funding allocated by Austin Energy for this program accounts for the largest local program received by the Department for Utility Assistance.

FISCAL IMPACT AND SOURCE OF FUNDING:

Austin Energy has allocated \$135,000 for each quarter of the coming program year. Approving this agreement will not increase the County Budget.

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt, Assistant County Attorney

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



**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: October 25, 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 FY13 City of Austin Emergency Financial Assistance Program (EFAP) Agreement

Proposed Motion: Consider and take appropriate action to approve the agreement with City of Austin, Austin Energy to continue the Emergency Financial Assistance Program that provides utility assistance for Travis County low-income households that are customers of Austin Energy in FY13.

Summary and Staff Recommendation: Staff requests the acceptance of this agreement from the City of Austin, Austin Energy. This program was formerly named the Customer Assistance Program (CAPS) or Plus 1. Austin Energy changed the name of the program in FY13; however the guidelines remain the same. The funding for the program will be a total of \$135,000 allocated quarterly. These program funds are used to respond to utility assistance requests from households having an income at or below 200% of the current Federal Poverty Income Guidelines and are unable to meet their household energy needs. The households must be customers of Austin Energy and Travis County residents.

Budgetary and Fiscal Impact: We utilize the allocated funds for direct service of utility assistance. Travis County will not receive or deposit these funds as they are internally allocated to our organization by Austin Energy each quarter in the contract period. No matching funds are required. The contract period is 10/01/12 through 09/13/13.

Issues and Opportunities: The funding allocated by Austin Energy for this program is the largest local program funding received by the department for utility assistance.

Background: Travis County has participated and utilized the program assistance funding from Austin Energy for a number of years. The department operates this program, as well as coordinating its efforts with other community resources, faith-based organizations and other local agencies providing services to Travis County residents.

Within the past program year, we were able to assist 378 households within Travis County using this program funding. The operation of the program allows our department the ability to provide utility assistance to clients who are experiencing an energy-related hardship. The aim of such services, to assist clients in obtaining self-sufficiency, is consistent with the goal of the Travis County Health and Human Services and Veterans Service department.

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



**City of Austin Emergency Financial Assistance Program
Collaboration Agreement**



Fund Disbursement Agreement:

The purpose of this agreement is to make emergency utility assistance available to households facing termination; to offer education on economical use of utilities and to meet clients in face-to-face interviews and provide personal assistance.

Sponsored by: Travis County

Administration: Grant Administrator - Sherri E. Fleming

Coordinator - Jim Lehrman

Effective Date: October 1, 2012

Requested Amount:

Austin Energy will allocate \$135,000 per fiscal year of Customer Assistance Program Emergency Financial Assistance Program (EFAP) funds to Travis County. This allocation will be disbursed quarterly. ***Austin Energy reserves the right to make changes as needed to allotment amounts or disbursement procedures with notice by mail, email, fax or phone to Travis County.***

Rationale:

There has been an increase in requests for EFAP funding due to a greater number of households in need of utility assistance. In order to provide assistance to these clients (customers), this collaboration agreement will be administered by Travis County. The fact that Travis County has over seven service sites in several areas of the city allows our customers to access Plus 1 funding more efficiently.

Terms Agreement:

The undersigned parties agree to the collaboration agreement terms as outlined in this document. This agreement may be terminated by Austin Energy or Travis County at any time and for any reason with notice by mail, fax, or email to the other party at least seven (7) days prior to the specified termination date.

Attachments:

The attachments enumerated and denominated below are hereby made a part of this agreement, and constitute promised performances by the parties in accordance with all terms of this agreement:

- Attachment A - Guidelines and Procedures
- Attachment B - Partnership Agency Responsibilities

Partner Agency Grant Administrator:
Travis County

Austin Energy Process Manager:

Signature: BY:

Signature: _____

Printed Name: Samuel T. Biscoe

Printed Name: _____

Date: _____

Date: _____

Emergency Financial Assistance Program Partner Agency Contact Information:

Grant Administrator: Tonda Owens / Lisa Sindermann

Phone Number: (512) 854-4113 / (512) 854-4594

Mailing Address: P. O. Box 1748; Austin, TX 78767

Voucher Approval (please provide two signatory that will be authorized to sign vouchers)

Printed Name: _____

Printed Name: _____

1st Signature: _____

2nd Signature: _____

Austin Energy Contact Information:

Customer Service Call Center
Phone Number (512) 494-9400
Mailing Address:
721 Barton Springs Road
Austin, TX 78704-1145

Ronnie Mendoza, Manager - Customer Services Management
Phone Number (512) 972-7725
Fax number (512) 505-4028
Email address: Ronnie.Mendoza@AustinEnergy.com



ATTACHMENT A
City of Austin Emergency Financial Assistance Program
Collaboration Agreement

Guidelines and Procedures:

The purpose of the Customer Assistance Emergency Financial Assistance Program is to support customers who are challenged with high utility accounts and assist in eliminating past due debt owed to the City of Austin for utilities. This support will assist customers in becoming self-sufficient and developing a healthy dialogue with the utility if future financial hardships should arise.

The following lists outline the procedures by which the City of Austin and Travis County shall comply:

City of Austin Responsibilities:

1. Customer Assistance Emergency Financial Assistance Program allotments will be provided to agencies quarterly. The City reserves the right to make changes as needed and with notice by mail, email, fax or phone to Travis County. If Travis County does not agree to any such changes, Travis County may terminate the agreement.
2. Austin Energy's EFAP agreement takes affect, if approved, on October 1st of each new fiscal year.
3. Allotments will be disbursed on a quarterly basis and each partner will be awarded amounts that reflect their past use and households served, beginning **October 1, 2012**; if available. The parties understand that no funds will change hands between the parties - Austin Energy will assign allotment amounts to the agency (Travis County); the agency will determine eligibility of clients and advise Austin Energy of eligibility and amounts; Austin Energy will credit the account of the client as designated and advise the agency.
4. When agency calls with pledge, Austin Energy representative will inform agency if pledge is sufficient to cancel cut for non-payment, if applicable.
5. Austin Energy representative will note on customer's account that agency has called in pledge and will include any comments by agency.
6. Austin Energy Community Services Coordinator will process the pledge when valid voucher is received.
7. Austin Energy Community Services Coordinator will notify Agency of any issues that may arise during pledge voucher processing (i.e. discovery of meter tampering, or duplication of services by alternate agency).
8. Austin Energy Community Service Coordinator will provide all necessary paperwork, brochures, flyers etc. to support the program.
9. Austin Energy Community Service Coordinator will be liaison for community service projects led by the partner agency.
10. Austin Energy Community Services Coordinator will provide the agency a quarterly status report on distribution activities and address any comments provided by the agency.
11. EFAP disbursements are only applied to residential accounts.
12. Recipient must be a City of Austin utility customer.
13. EFAP disbursements cannot pay utility deposits.
14. Austin Energy will not provide EFAP disbursements to customers who are charged with meter tampering fees.



ATTACHMENT B
City of Austin Emergency Financial Assistance Program
Collaboration Agreement

Partner Agency Responsibilities:

- _____ 1. Each agency will develop its own eligibility criteria, priorities, case work documentation, and tracking of disbursements. The agency's guidelines will fulfill the purpose of the Emergency Financial Assistance Program collaboration agreement.
- _____ 2. Agency staff will screen clients using their eligibility criteria. EFAP requests will be incorporated into these processes with minimal additional in-kind resource requirements as agreed to by partnering agency.
- _____ 3. Agency will not discriminate in providing EFAP funding to any client based on race, creed, color, national origin, ancestry, sex, marital status, disability or use of income eligibility criteria will not be considered discrimination under this section. Clients will be screened based on emergency need determined by partner and must be a City of Austin utility customer.
- _____ 4. A debt-resolution plan which may include one of the following options will be developed by the agency within the agency's policies and procedures:
 - a. Assist with the quoted amount to arrange a Payment Agreement (PA)
 - b. Assist with reinstatement of PA
 - c. Match funds and EFAP disbursement to pay off the entire debt
- _____ 5. Agency staff will contact Austin Energy Call Center at (512) 494-9400 and advise the representative the amount of pledge. Agency will get the name of the customer service representative for any follow up that is needed.
- _____ 6. The agency will fax legible vouchers to Austin Energy Community Services Coordinator at **(512) 505-4028**. Original vouchers will be mailed directly to Austin Energy at the end of each month.
- _____ 7. Agency will review Distribution List provided by Austin Energy for accuracy and contact Community Services Coordinator within one week of any corrections or any comments.
- _____ 8. Agency understands EFAP disbursements are only applied to residential accounts.
- _____ 9. Agency understands that EFAP disbursements will not be distributed after **Friday, September 13, 2013**.
- _____ 10. Agency understands EFAP disbursements cannot pay deposits.
- _____ 11. Austin Energy will not provide EFAP disbursements to customers who are charged with meter tampering fees. Austin Energy will be responsible for advising Agency of such charges when contacted by agency.
- _____ 12. Pledge limits are determined on a yearly basis. Austin Energy reserves the right to change pledge limits yearly depending on budget.
- _____ 13. Agency will have a release of information form provided by Austin Energy signed by each client requesting EFAP disbursements.
- _____ 14. Agency will notify Austin Energy of any special situation that warrants our attention.
- _____ 15. Agency understands that if they want to assist their own employees with EFAP disbursements they must refer those customers to one of our other partnering agencies. *EFAP disbursements will not be utilized to support staff from the partner agency where the employee is employed.*
- _____ 16. Agency understands that clients requesting EFAP disbursements can only be assisted once every 12 months per agency. (Example: Jane Doe requests and is awarded in October 2011 she cannot request again until October 2012 at the earliest).
- _____ 17. Agency understands that monthly business ends at the end of the month and must be posted to that month. If information is not received in a timely manner it will be delayed by at least a week.
- _____ 18. Agency will have representative at each quarterly EFAP meeting.
- _____ 19. Meeting renewal requirements does not guarantee a current partner to continue participating in the EFAP collaboration. Austin Energy reserves the right to make changes as needed within the program.
- _____ 20. Agency will be required to submit yearly proposal to be considered for renewal collaboration
- _____ 21. Agency understands that renewal applications for the upcoming year will be provided to agencies that have successfully completed the following:
 - a. 90% of funding allowance utilized within the fiscal year.
 - b. 80% of customers receiving EFAP disbursements from the agency have received a discount application.
- _____ 22. Agency understands that Austin Energy has the right to move unused allotments around from one community partner to another if deemed necessary to meet program goals and objectives after August 1, 2013; notice will be provided by mail, email, fax or phone.