Item 1

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013
Prepared By: Joe Arriaga **Phone #:** 854-7562
Division Director/Manager: Anna Bowlin, Division Director, Development Services and Long Range Planning

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Receive comments regarding a plat vacation: Las Terrazas - Final Plat (Las Terrazas - Subdivision Final Plat - 11 Lots - Bob Wire Road) - No ETJ in Precinct 3.

BACKGROUND/SUMMARY OF REQUEST:
The current owner wishes to vacate the entire recorded subdivision, which consists of eleven total lots. The effect of plat vacation will revert the subdivision back to raw land. This subdivision was approved by the court on January 31, 2008. The original developer has sold the entire subdivision and was required to post the fiscal for the construction of the private street. The original developer (previous owner) is seeking the return of the fiscal in the amount of $254,367.00. The current owner has given permission to the original developer to process the vacation and does not want the land divided into lots and therefore requests the plat vacation.

STAFF RECOMMENDATIONS:
As this plat vacation meets all Travis County standards, TNR staff recommends approval.

ISSUES AND OPPORTUNITIES:
Notification

A public notice sign will be posted on the subject property to announce the date, time, and location of the public hearing. Staff received three calls from adjacent property owners who inquired about the request. Staff explained that the applicant was proposing to vacate the recorded plat resulting in the property reverting back to raw land; as a result the residents did not expressed any further opposition.

FISCAL IMPACT AND SOURCE OF FUNDING:
N/A

ATTACHMENTS/EXHIBITS:

Vacation Document
Precinct map
Location map
Existing final plat

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

SM:AB:ja
1101 - Development Services Long Range Planning - Las Terrazas Total Vacation

STATE OF TEXAS

COUNTY OF TRAVIS

Before me, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Owner 1 Name, known to me to be the person whose name is subscribed to in the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in capacity therein stated.

Given under my hand and seal of office, this the 30 day of November, 20 12.

Virginia Jellison
Notary Public in and for the State of Texas

My Commission Expires: January 22, 2015

VIRGINIA JELLISON
Notary Public, State of Texas
My Commission Expires
JANUARY 22, 2015

(Repeat Owner Signature Block and Notary Blocks as Required)

STATE OF TEXAS

COUNTY OF TRAVIS

On _____, 20 _____, the Travis County Commissioners Court approved the partial cancellation of the subdivision known as _____, as described above.

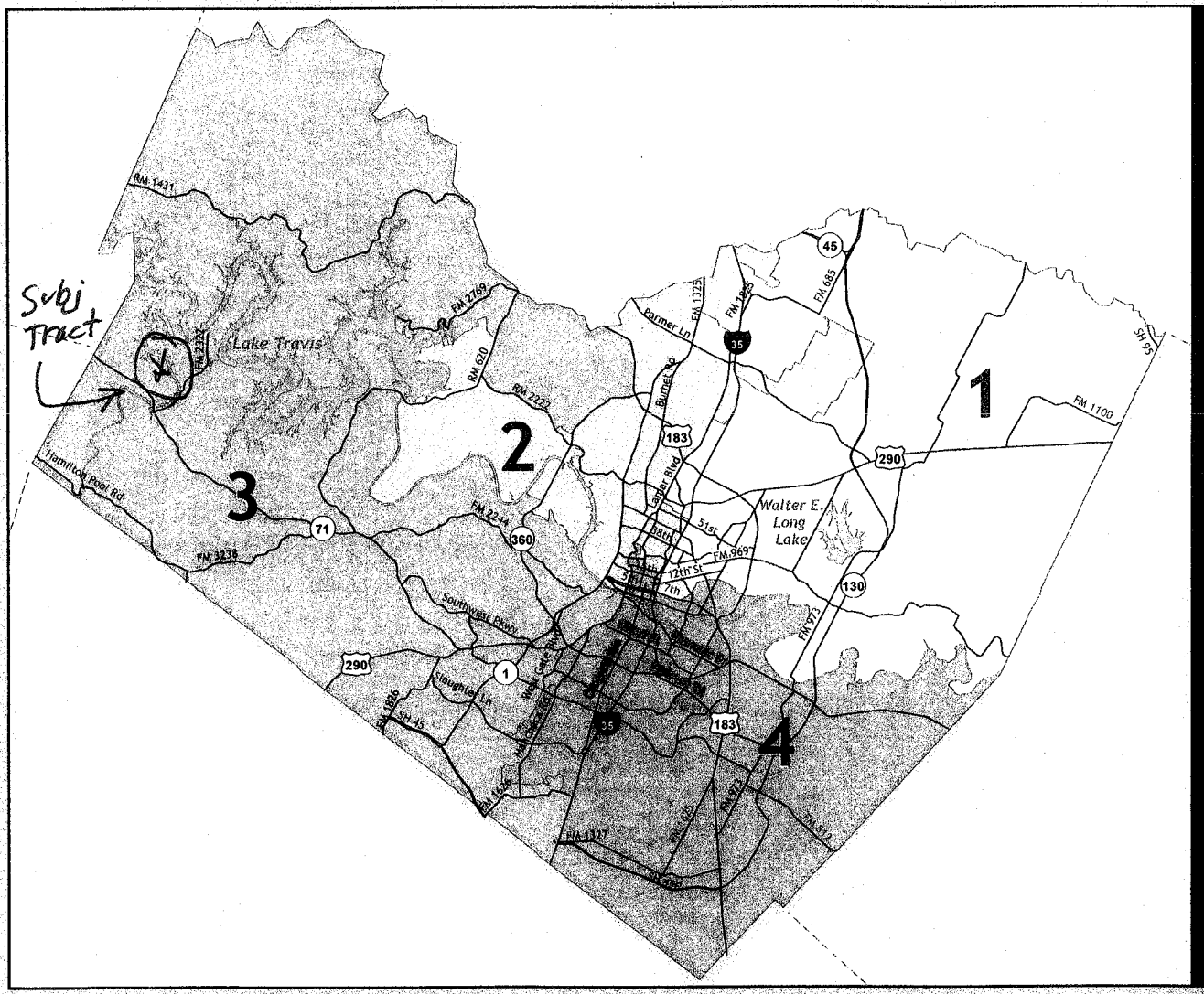
EXECUTED, this _____ day of _____, 20 _____.

Dana Debeauvoir, County Clerk
Travis County, Texas

By: _____
Deputy

Return to:
Travis County TNR
Attention: Joe L. Arriaga
P.O. Box 1748
Austin, TX 78767

203774-1



2011 Commissioner Precincts

Precinct 1: Ron Davis
314 W. 11th St. #510
Austin, TX 78701
Phone: (512) 854-9111
Fax: (512) 854-4897

Precinct 2: Sarah Eckhardt
314 W. 11th St. #530
Austin, TX 78701
Phone: (512) 854-9222
Fax: (512) 854-9515

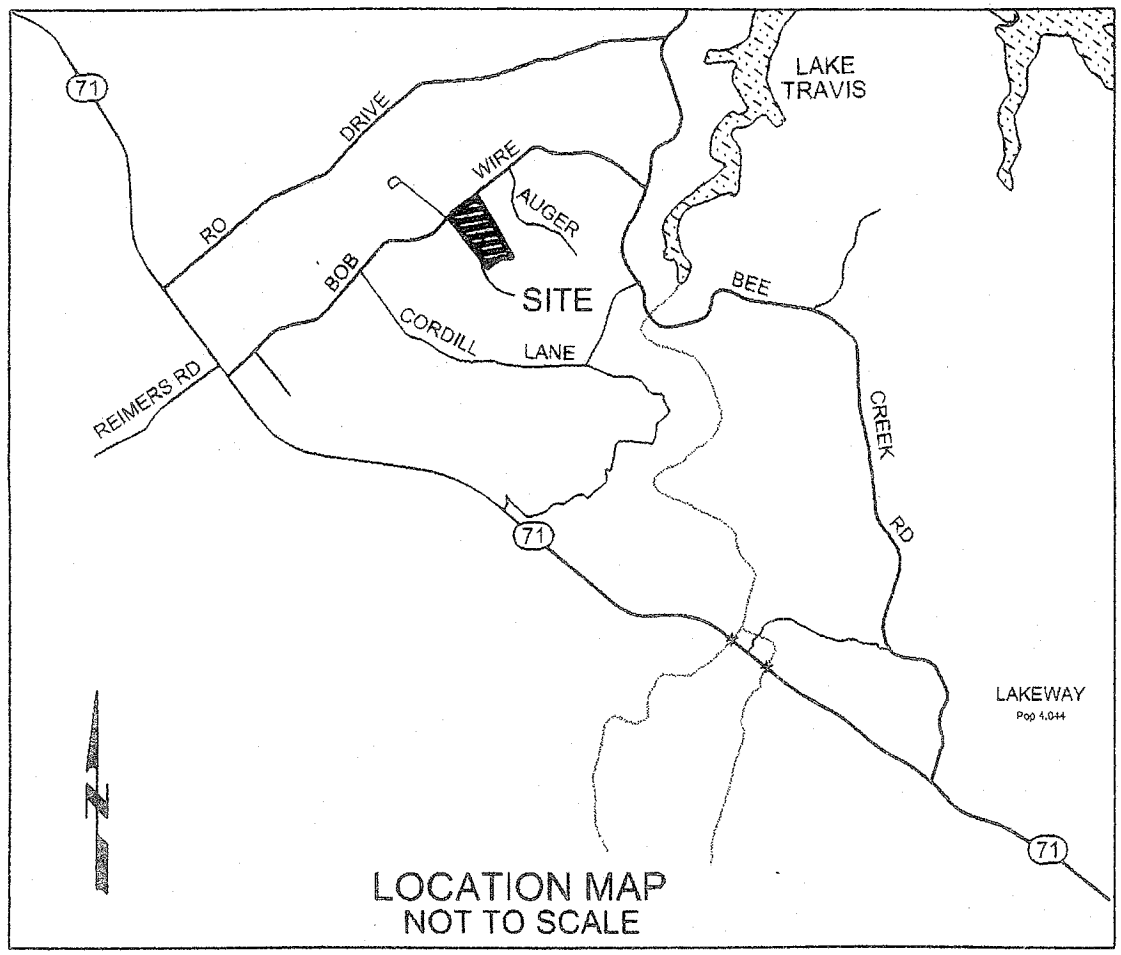
Precinct 3: Karen Huber
314 W. 11th St. #500
Austin, TX 78701
Phone: (512) 854-9333
Fax: (512) 854-9376

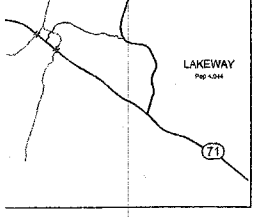
Precinct 4: Margaret Gomez
314 W. 11th St. #525
Austin, TX 78701
Phone: (512) 854-9444
Fax: (512) 854-9535

Travis County
Transportation &
Natural Resources

Travis County Commissioner Precincts

February 29, 2012


71
DRIVE
RO
WIRE
AUGER
BOB
SITE
CORDILL
LANE
REIMERS RD
LAKE
TRAVIS
BEE
CREEK
RD
71
LAKEWAY
Pop 4,044
71
N
LOCATION MAP
NOT TO SCALE



JACK L. WALDRUP AND
SHERRY L. WALDRUP
5.265 AC.
DOC. NO. 2003117177
O.P.R.T.C.T.

0.212 AC. HEREBY DEDICATED
AS PUBLIC RIGHT-OF-WAY

BOB WIRE ROAD (ROW WIDTH VARI

TBM No. 1

N 36°15'52" W
50.35'

N 40°02'05" E
138.31'

105.52'

N 53°44'08" E 500.23'

S 30°02'44" E
10.17'

L5

N 52°52'59" E
106.59'

N 52°52'59" E 309.75'

L6

L11

C6

S 33°07'15" E
70.35'

S 32°30'32" E
83.69'

N 41°25'10" E
138.48'

10' PUBLIC UTILITY
EASEMENT

LOT 11
1.136 AC
PRIVATE STREET
DRAINAGE AND
PUBLIC UTILITY
EASEMENT

C5

L10

LOT 3
1.031 AC

S 39°41'10" E 222.05'

25' DRAINAGE
EASEMENT

S 82°33'[illegible]
[illegible]

S 83°[illegible]
84.35'

C8

C3

C9

LOT 2
1.011 AC

LOT 1
1.134 AC

290.10'

CL 20' JOINT USE
ACCESS EASEMENT

S 32°05'29" E
99.70'

S 24°40'39" W
30.00'

S 65°19'21" E
30.52'

153.43'

S 65°19'21" E

S 00°45'39" E 219.34'

LOT 5
1.036 AC

S 32°48'27" E
99.57'

S 47°11'55" W
142.96'

30' JOINT USE ACCESS
PUBLIC UTILITY
EASEMENT

N 65°19'21" W 192.06'

256.99'

103.56'

30' ACCESS AND
PUBLIC UTILITY
EASEMENT

311.81'

N 00°45'38" W 342.42'

LAS TERRAZAS DRIVE

S 00°45'39" E 372.69'

S 32°45'09" E
106.97'

LOT 3

L7

L8

LOT 4
1.176 AC

260.66'

C1

LOT 6
1.667 AC

S 31°42'25" E
109.23'

CL 20' JOINT USE
ACCESS EASEMENT

30' DRAINAGE
EASEMENT

277.55'

C10

C11

S 41°31'02" W

C15

BLOCK A

WAYNE A. BERTSCH
AND LEA BERTSCH
9.828 ACRE
VOL. 12308, PG. 1063
D.R.T.C.T.

N 39°41'10" W 1108.98'

59.59'

L15

C12

C13

C2

C14

L12

S 32°37'54" E
106.00'

S 41°31'02" W
203.41'

S 43°22'50" E
96.56'

S 43°22'50" E
99.51'

N 43°22'50" W
94.75'

S 60°22'33" E 122.70'

S 60°22'33" E 124.59'

S 60°22'33" E 151.04'

S 83°19'16" W
168.46'

82.90'

S 32°07'42" E
94.94'

CL 25' DRAINAGE
EASEMENT

50.00'

S 36°28'05" E

184.99'

CL 20' JOINT USE
ACCESS EASEMENT

S 32°23'02" E
94.66'

S 39°41'10" E 462.71'

LOT 8
1.636 AC

LOT 9
1.233 AC

S 53°06'21" E 248.29'

S 53°06'21" E 249.35'

S 53°06'21" E 365.82'

542.64'

LOT 7
2.129 AC

S 36°28'05" E 452.20'

S 83°45'02" W
11.57'

S 83°45'02" W 232.26'

L2

S 32°40'43" E
93.18'

CL 50' WATERWAY
BUFFER ZONE
(SEE NOTE)

25' DRAINAGE
EASEMENT

S 73°34'00" E 141.59'

S 32°17'08" E
99.24'

N 69°36'24" W
49.98'

S 73°34'00" E
141.59'

LOT 10
1.608 AC

S 80°42'46" E
53.01'

S 32°26'37" E
95.05'

L16

N 19°01'22" E
50.00'

L13

L4

50.46'

L3

S 15°47'09" E
35.20'

25' DRAINAGE
EASEMENT

L17

S 54°09'29" W
168.74'

S 54°28'50" W
127.76'

S 86°24'56" W
70.86'

S 86°57'21" W
151.58'

S 32°06'40" E
104.03'

LOT 370

TRAVIS SETTLEMENT
SECTION SIX

CH. BRG.	CHORD
S 34°44'56" E	27.95'
S 55°15'05" W	91.21'
N 06°56'36" W	58.16'
N 52°50'31" W	31.95'
N 29°19'09" W	102.68'
N 00°23'57" E	27.61'
S 05°08'45" E	8.41'
S 08°25'58" E	44.18'
S 02°15'01" E	14.03'
S 25°18'36" E	29.91'
S 57°06'05" E	30.34'
S 84°25'56" E	24.00'

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383

ADDENDUM TO BACK-UP MEMORANDUM Agenda Item __

February 8, 2013

TO: Members of the Commissioners' Court

THROUGH: Steven M. Manilla, P. E., County Executive

FROM: Anna Bowlin, Division Director, Development Services

SUBJECT: Total Plat Vacation for Las Terrazas

SUMMARY AND STAFF RECOMMENDATION:

The current owner wishes to vacate the entire recorded subdivision, which consists of eleven total lots. The effect of plat vacation will revert the subdivision back to raw land. This subdivision was approved by the court on January 31, 2008. The original developer has sold the entire subdivision and was required to post the fiscal for the construction of the private street. The developer (previous owner) is seeking the return of the fiscal in the amount of $254,367.00. The current owner has given permission to the original developer to process the vacation and does not want the land divided into lots and therefore requests the plat vacation.

ISSUES AND OPPORTUNITIES:

As part of the requirements for a plat vacation, a public notice sign was posted on the subject property on January 22, 2013 to announce the date, time, and location of the public hearing. Staff received three calls from adjacent property owners who inquired about the request. Staff explained that the applicant was proposing to vacate the recorded plat resulting in the property reverting back to raw land; as a result the residents did not expressed any further opposition.

BUDGETARY AND FISCAL IMPACT:

None.

REQUIRED AUTHORIZATIONS:

None.

EXHIBITS:
Vacation Document
Precinct map
Location map
Existing final plat
Affidavit of sign posting

AMB: jla
1009

TOTAL CANCELLATION INSTRUMENT
LAS TERRAZAS

STATE OF TEXAS

COUNTY OF TRAVIS

WHEREAS, Julie Peeler is the Owner of all the real property included in Lots: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 of Block A of Las Terrazas which is a subdivision located in Travis County, Texas, of which is recorded in Instrument #200800038 of the Plat Numbers: #13797 (1-11) Records of Travis County, Texas (the "Plat").

Julie Peeler, Owner of all Lots; and,

WHEREAS, said lots comprise all of the land encompassed by the Plat; and,

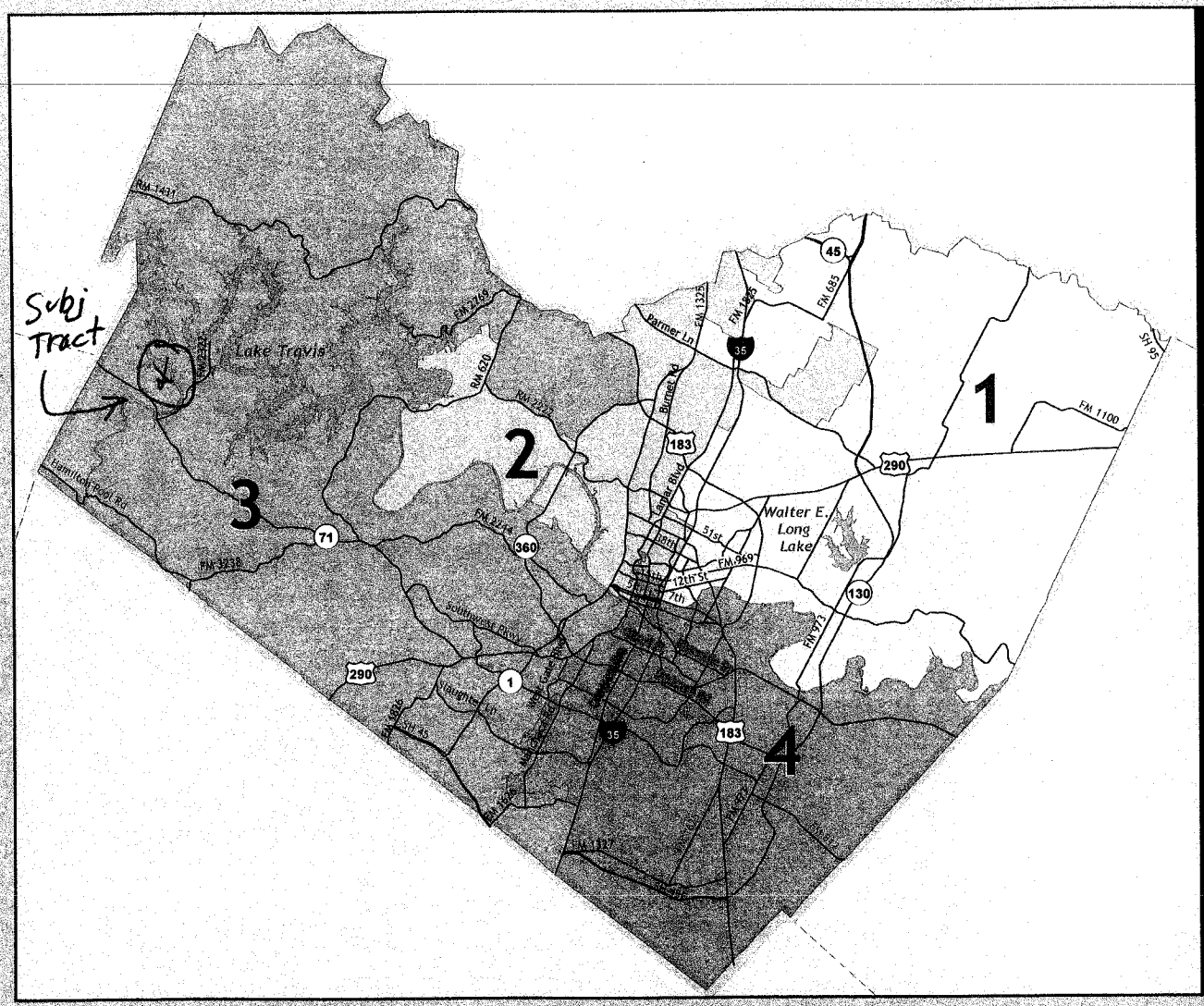
WHEREAS, Owner now wishes to cancel Lots 1-11 of Block A of Las Terrazas of the Plat in accordance with the procedures set forth in Section 232.008 of the Texas Local Government Code.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS: That Owner does hereby declare that Travis County Commissioners Court has authorized the filing of this instrument and Owner further hereby declares that Lots 1-11 of Block A of said subdivision is canceled. It is understood that this action will in no way affect other lots of said subdivision. *Reference public utility easements released – if such is the case, and/or state which easements are being retained.*

EXECUTED this 30 day of November, 2012.

OWNER:

By: _____
Julie Peeler
Lots 1-11, Block A



2011 Commissioner Precincts

Precinct 1: Ron Davis
314 W. 11th St. #510
Austin, TX 78701
Phone: (512) 854-9111
Fax: (512) 854-4897

Precinct 2: Sarah Eckhardt
314 W. 11th St. #530
Austin, TX 78701
Phone: (512) 854-9222
Fax: (512) 854-9515

Precinct 3: Karen Huber
314 W. 11th St. #500
Austin, TX 78701
Phone: (512) 854-9333
Fax: (512) 854-9376

Precinct 4: Margaret Gomez
314 W. 11th St. #525
Austin, TX 78701
Phone: (512) 854-9444
Fax: (512) 854-9535

N

0 2.5 5 10 Miles

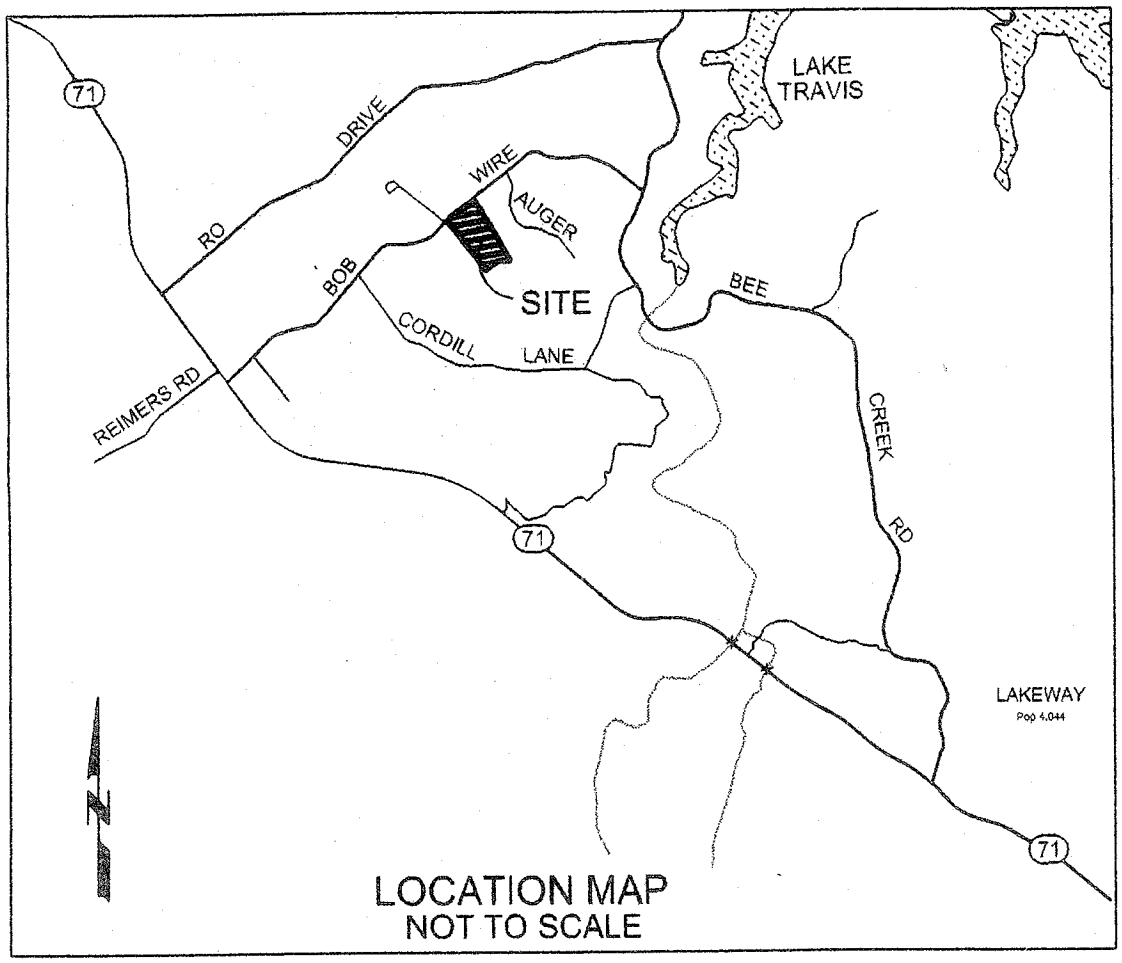
DISCLAIMER:
This map was produced for the sole purpose of aiding Travis County Transportation and Natural Resources in planning purposes and is not warranted for any other use. No warranty is made by the creator or county regarding its accuracy or completeness.

TNR GIS Coordinator: (512) 854-7591

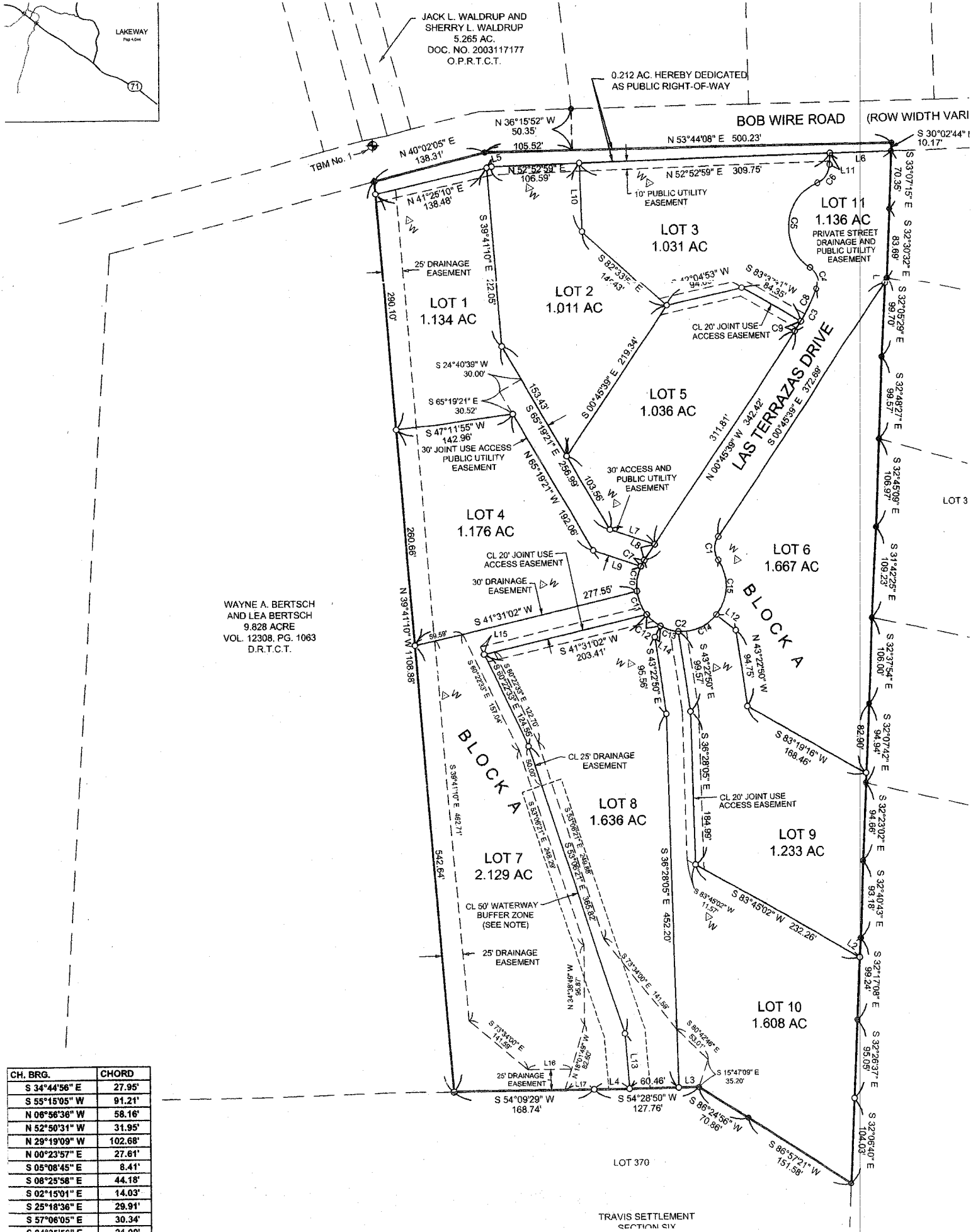
Travis County Transportation & Natural Resources

Travis County Commissioner Precincts

February 29, 2012



LOCATION MAP
NOT TO SCALE



CH. BRG.	CHORD
S 34°44'56" E	27.95'
S 55°15'05" W	91.21'
N 06°56'36" W	58.16'
N 52°50'31" W	31.95'
N 29°19'09" W	102.68'
N 00°23'57" E	27.61'
S 05°08'45" E	8.41'
S 08°25'58" E	44.18'
S 02°15'01" E	14.03'
S 25°18'36" E	29.91'
S 57°06'05" E	30.34'
S 84°25'56" E	21.00'

TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

TO: County Judge
County Commissioners
Travis County, Texas

A public notice of a plat vacation sign was posted on January 22 ***, 2013, at a point as near as practical to the area*** being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 22 DAY OF January, 2013.

SIGNATURE: Jaime Garcia

NAME (PRINT): Jaime Garcia

TITLE: TNR/R&B Supervisor

cc: Garcia (sign shop)
C:\Users\BristeK\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\LZH8ITMX\Work Reque


NOTICE OF
PUBLIC HEARING
TOTAL PLAT VACATION OF THE
AS TERRAZAS SUBDIVISION
PRECINCT 3
AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA STREET
1ST FLOOR AUSTIN, TEXAS

Item 2

Travis County Commissioners Court Agenda Request

Meeting Date: 02/26/2013, 9:00 AM, Voting Session
Prepared By/Phone Number: Planning and Budget Office
Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Receive public comments regarding a request from National Instruments for financial incentives and an economic development agreement.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Financial Instruments has requested financial incentives under an economic development agreement to establish a research and development center in Travis County, to create jobs, and to make investments in Travis County that will increase the value of the County's tax base. The State of Texas announced its commitment to invest $4.4 million through the Texas Enterprise Fund in National Instruments, contingent upon finalization of local incentives. The Austin City Council is considering an economic development agreement with the company over two City Council meetings (February 28th and March 7th).

A presentation to the Commissioners Court is attached that summarizes key information about National Instruments, the major elements of the proposed project, and the key terms of the proposed agreement. Staff will be prepared to present this information to introduce the public hearing scheduled on February 26, 2013, at the Commissioners Courtroom located at 700 Lavaca. After receiving public comment, the Commissioners Court will consider the draft economic agreement for approval on at their voting session on March 5, 2013. National Instruments is not requesting any exceptions or waivers to the County's current economic development policy.

STAFF RECOMMENDATIONS:

The Planning and Budget Office seeks public comment and direction from the Commissioners Court regarding the proposed key terms in an economic development agreement with National Instruments. The Planning and Budget Office recommends approval of the agreement, which will be brought forward to the Commissioners Court for consideration on March 5, 2013. The agreement is in compliance with the County's economic development policy.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Jessica Rio
County Judge's Office	David Salazar

ECONOMIC DEVELOPMENT PROPOSAL

NATIONAL INSTRUMENTS

Commissioners Court

Public Comment

February 26, 2013

ECONOMIC DEVELOPMENT PROPOSAL

- Proposal Highlights, Process and Timeline
- Overview of National Instruments
- Evaluation Factors
- WebLOCI Fiscal Impact Analysis
- Benefits of National Instruments Proposal
- Key Terms for Court Consideration

PROPOSAL HIGHLIGHTS/ PROCESS AND TIMELINE

- **PROPOSAL HIGHLIGHTS**
  - Economic development agreement between Travis County and National Instruments
  - To locate research & development unit in Travis County
- **PROCESS AND TIMELINE**
  - February 26, 2013 – Staff briefing on the proposal to the Commissioners Court, followed by public comment
  - March 5, 2013– Consideration of final agreement by Commissioners Court

OVERVIEW OF NATIONAL INSTRUMENTS

- Publicly owned global company headquartered in Austin since 1976
  - 6,800 worldwide employees
  - 2,440 local employees
- Company designs tools, hardware and software for engineers and scientists to accelerate productivity and innovation.

EVALUATION FACTORS

National Instruments proposal includes key project elements important to Travis County.

- Construction of a new 300,000 square foot office and R&D facility, increasing the tax base of Travis County, City of Austin & Austin Independent School District
- Creation of 1,000 new jobs
  - Comprehensive employee benefits package
  - Affordable health insurance & onsite medical clinic
  - Same sex partner benefits
  - Tuition reimbursement, paid leave and 401k benefits
- Construction of LEED Certified Building in Desired Development Area
- Competitively sited project

WEBLOCI FISCAL IMPACT ANALYSIS

- **WebLOCI is a tool used by chambers of commerce and local governments to help estimate the fiscal impact of an economic development project.**
  - Developed in 1999 by Georgia Institute of Technology
  - City of Austin currently assists Travis County with WebLOCI analysis
    - When both parties are considering economic incentives with same company
- **Financial Benefits and Costs of National Instruments Proposal**
  - Analysis represents only direct benefits and costs associated with project and jobs created.
  - Total direct benefits over 10-year period = $9.0 million
  - Total costs over 10-year period = $5.1 million*
  - Total net benefit over 10-year period = $3.9 million

* Costs include performance-based economic development grant estimated up to $1.3M.

BENEFITS OF NATIONAL INSTRUMENTS PROPOSAL

- 1,000 new jobs in the Austin/Travis County area
  - $63,000 average salary
  - $40,000 average salary for lowest 10% of new jobs
  - Opportunities for entry level workers and professionals
- $46.9 million investment in new research & development facility
- $33.4 million investment in business personal property
- Will work with HUB Contractors & Sub-Contractors
- Will require $11 wage floor for construction workers
- Invests in Science, Technology, Engineering and Mathematics (STEM) education
- Forges partnerships with local non-profits
  - Including Austin Children's Museum & Boys & Girls Club

PERFORMANCE-BASED OBLIGATIONS

- Performance-based economic development grant of up to 43% of new incremental real and personal property taxes generated from proposed project
- Travis County not obligated to make grant payment in any year in which the County has determined that National Instruments has not met obligations or conditions specified in the grant agreement
- Base rebate of 40% if job creation and capital investment requirements met
- Possible additional rebate
  - Up to 3% if LEED certification of facility achieved
    - Company planning to seek silver level

PERFORMANCE-BASED OBLIGATIONS

- Establish a Research & Development center in Travis County
  - Invest $47 million in real property improvements
  - Invest $33 million in business personal property
- Create and maintain 1,000 new full-time jobs in Austin/Travis County metro area with average annual wage of $63,000
  - Meet or exceed County's minimum (living) wage
- Work with local minority chambers of commerce to expand pool of diverse job candidates
- Local and minority business participation in design and construction of new facility
  - Construction workers paid County's minimum (living) wage

NEXT STEPS

- Today
  - Receive public comment on proposed terms of economic development agreement between National Instruments and Travis County
- March 5, 2013
  - Consideration of final agreement by Commissioners Court

ECONOMIC DEVELOPMENT PROPOSAL

NATIONAL INSTRUMENTS

PUBLIC COMMENT

Item 4

Travis County Commissioners Court Agenda Request

26

Meeting Date: February ~~19~~, 2012
Prepared By/Phone Number: Edith Moreida/49280
Elected/Appointed Official/Dept. Head: Margaret J. Gomez
Commissioners Court Sponsor: Margaret J. Gomez

AGENDA LANGUAGE:
Approve Resolution addressing the need for Immigration Reform.

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 Commissioners Court

Resolution

WHEREAS, the topics of immigration reform, border security, and state and federal cooperation on immigration are concerns that are of great importance to state and local government entities on both sides of the United States Mexico border; and,

WHEREAS, the federal government is currently making historic strides to fixing an immigration system that has long been broken; and,

WHEREAS, every social sector stands to benefit from a reform of our federal immigration system; and,

WHEREAS, The United States of America is a land of immigrants, and the migration of people and families from all corners of the world has enriched the American culture; and,

WHEREAS, our nation's progress is rooted in values that promote a diversified economy, protect family unity, and opportunity and liberty for all sectors of our society; and,

WHEREAS, in addition to the cultural and social riches the nation receives through our border, our ports of entry drive regional and national economic development approaching $500 billion in trade and one in twenty four American jobs; and,

WHEREAS, our border enforcement apparatus has reached and surpassed all benchmarks proposed in previous immigration reform discussions including increases in border agents between ports of entry to 22,000, increased border barriers such as 650 total miles of fencing, increased "operational control" of the border by spending $18 billion last year alone, more than all other federal law enforcement agencies combined; and,

WHEREAS, the consequences of "enforcement first" approach has resulted in a choking effect on regional economic development, civil rights violations, migrant deaths; and,

WHEREAS, Washington must make significant investments in and focus on commerce and legal migration in addition to enforcement of immigration laws.

NOW THEREFORE BE IT :

RESOLVED That Travis County supports a reasonable and comprehensive approach to reforming the now broken immigration system; and

RESOLVED That civil and human rights are deeply rooted in the American fabric and must be instilled in all elements of our enforcement apparatus to ensure the humanity of an individual must be recognized and respected; and

RESOLVED That it is not practical to deport the 11 million undocumented immigrants living within our borders, but that citizenship should be earned by following an established pathway to citizenship; and,

RESOLVED That the path to citizenship not be conditioned upon more of the same border enforcement strategies that would only add extra obstacles to full integration; and,

RESOLVED That the immigration system be streamlined to be more efficient in order to attract the best minds to America and encourage foreign graduate students in high demand fields like math science and technology to stay after graduation;, and

RESOLVED To pass legislation that strengthens prohibitions against racial profiling and inappropriate use of force, enhance the training of border patrol agents, increase independent oversight, and create a mechanism to ensure a meaningful opportunity for border communities to share input, including critiques; and,

RESOLVED That legislation reduce backlogs in the family and employment visa categories so that future immigrants view our future legal immigration system as the exclusive means for entry into the United States; and,

RESOLVED That future waves of illegal immigration be prevented by creating a humane and effective system for these immigrant workers to enter the country and find employment without seeking the aid of human traffickers; and,

RESOLVED That legislation provide businesses with ability to hire lower skilled workers in a timely manner when Americans are unavailable or unwilling to fill those jobs while protecting workers by ensuring strong labor protections; and,

RESOLVED That immigration reform provide young people who entered the United States as minor children not knowingly violating immigration laws should be entitled to an expedited pathway to citizenship through military service or the attainment of higher education; and,

RESOLVED That the bi-partisan group of U.S. Senators who rose above the divisive politics of the day to create an agreement in principle should be commended for their work; and,

RESOLVED That Travis County will provide input and support legislation that is effective, responsible, humanitarian and not an encumbrance to international commerce.

Singed this 26th day of February 2013

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS
COMMISSIONER, PRECINCT 1

SARAH ECKHARDT
COMMISSIONER, PRECINCT 2

GERALD DAUGHERTY
COMMISSIONER, PRECINCT 3

MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4

Item 5

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013
Prepared By/Phone Number: Michael Long/854 4850; Marvin Brice/854 9765
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve proclamation declaring March 2013, Purchasing month in Travis County.

Purchasing Recommendation and Comments: Each year in March, the National Institute of Governmental Purchasing (NIGP) sponsors a nation-wide Purchasing Month, a time during which professional purchasers are honored for the work they do within their respective governing bodies. As a result, local NIGP chapters initiate proclamations to be signed by a variety of governing bodies. The proclamations designate March as a "Purchasing Month".

The local NIGP chapter, The Texas Association of Public Purchasers, is obtaining such proclamations from the State of Texas governor as well as the City of Austin mayor. The proclamations will designate March, 2013, as Purchasing Month in the State of Texas and the City of Austin, respectively. Such proclamations have been approved for each of the past several years.

Request the Commissioners Court consider signing the attached proclamation to designate March, 2013, as Purchasing Month in Travis County, and recognize the valuable and hard work of the Travis County Purchasing Office.

Travis County Proclamation – Public Purchasing Month

Whereas, the National Institute of Governmental Purchasing (NIGP) has declared March, 2013, to be Purchasing Month nation-wide; and

Whereas, the public purchasing and materials management profession works to build better business and government; and

Whereas, the employees of the Travis County Purchasing, Inventory Management, and HUB Office staff dedicate themselves to fair and responsible purchasing practices; and

Whereas, these staff members are committed to performing at the highest level of their profession to efficiently utilize precious tax dollars for the benefit of Travis County taxpayers; and

Whereas, these staff members contribute to the city, county and state's economic success while upholding the laws of the Great State of Texas and adhering to a business code of ethics; and

Whereas, these staff members encourage and sponsor activities to promote education and certification in purchasing; and

Whereas, these staff members dutifully fulfill an obligation to extend opportunities to all members of the business community by engaging in fair and inclusive purchasing practices; and

Whereas, these staff members are dedicated to the inclusion of women and minority owned businesses in the procurement process, while promoting and fostering public confidence in the integrity of the process;

Now, therefore, let it be known that we, the members of the Travis County Commissioners Court, hereby proclaim March, 2013, as Public Purchasing Month in the County of Travis.

In witness whereof, we have hereunto set our hands and affixed the official seal of the County of Travis on this _____ day of _____ _____, 2013.

Item 6

Travis County Commissioners Court

Resolution

WHEREAS, approximately 6 million Texans (23% of the population) had no health insurance in 2011, the highest uninsured rate of any State in the Nation;

WHEREAS, in 2010, 29 million Americans were underinsured, meaning they have health insurance, but their out-of-pocket medical expenses exceeded 10% of their income, among those below 200% of the Federal poverty level their out-of-pocket medical expenses exceeded 5% of income, or the per person deductible for the insurance plan exceeded 5% of income;

WHEREAS, according to the United States Census Bureau's American Community Survey, 209,348 residents in Travis County were uninsured in 2011;

WHEREAS, expanding Medicaid would potentially ensure that 1.5 million more Texans, including 55,676 Travis County residents, would be added to the insured population by 2017;

WHEREAS, Medicaid already helps approximately 2.7 million Texas children, but covers only about 945,000 adults (primarily seniors and the disabled). In Texas, 13.2% of children (0-18) and 30.9% of adults (18-64) were uninsured in 2011, and in Travis County 10.6% of children and 25.0% of adults were uninsured;

WHEREAS, obtaining health insurance coverage for uninsured adults is one of the best things we can do to ensure the economic stability and future of Texas families;

WHEREAS, the Federal Government will cover the entire cost of expanding Medicaid for the first three years, will pay no less than 90% of the total thereafter, and from 2014-2017 expansion will bring $24 billion in Federal revenue to Texas for just $1.3 billion in State investment;

WHEREAS, expanding Medicaid would add $224.1 million in annual Medicaid funds to Travis County;

WHEREAS, each dollar spent expanding Medicaid in Texas would result in a $1.29 increase in State revenue, a 51 cent increase in local government revenue, and a savings to local governments of $1.21 for investments for uncompensated care;

WHEREAS, preventive care will become available for newly eligible Medicaid participants who access medical services, saving both money and lives; and

WHEREAS, expanding Medicaid will significantly reduce the current $1.8 billion in annual private hospital charity care costs, which are traditionally passed on to customers with health insurance, thus translating to better premium value for Texans with private health insurance by lowering costs for everyone.

NOW, THEREFORE, BE IT RESOLVED THAT THE TRAVIS COUNTY COMMISSIONER COURT FINDS THAT MEDICAID EXPANSION IS IN THE BEST INTEREST OF COUNTY TAXPAYERS AND STRONGLY ENCOURAGES THE GOVERNOR AND STATE LEGISLATURE TO PARTICIPATE IN THE EXPANSION OF MEDICAID COVERAGE TO ALL NEWLY ELIGIBLE TEXAS RESIDENTS IN ACCORDANCE WITH THE PROVISIONS OF THE PATIENT PROTECTION AND AFFORDABLE CARE ACT OF 2010.

ADOPTED THIS 19th DAY OF FEBRUARY, 2013.

Samuel T. Biscoe
SAMUEL T. BISCOE
TRAVIS COUNTY JUDGE

absent
RON DAVIS
COMMISSIONER PRECINCT 1

SARAH ECKHARDT
COMMISSIONER PRECINCT 2

Gerald Daugherty
GERALD DAUGHERTY
COMMISSIONER PRECINCT 3

absent
MARGARET GÓMEZ
COMMISSIONER PRECINCT 4

WHEREAS, approximately 6 million Texans (23% of the population) had no health insurance in 2011, the highest uninsured rate of any State in the Nation;

WHEREAS, in 2010, 29 million Americans were underinsured, meaning they have health insurance, but their out-of-pocket medical expenses exceeded 10% of their income, among those below 200% of the Federal poverty level their out-of-pocket medical expenses exceeded 5% of income, or the per person deductible for the insurance plan exceeded 5% of income;

WHEREAS, according to the United States Census Bureau's American Community Survey, 209,348 residents in Travis County were uninsured in 2011;

WHEREAS, expanding Medicaid ~~would potentially ensure that 1.5 million more Texans, including 55,676 Travis County residents, would be added to the insured population by 2017;~~ could provide more alternatives to the uninsured and underinsured populations;

WHEREAS, Medicaid already helps approximately 2.7 million Texas children, but covers only about 945,000 adults (primarily seniors and the disabled). In Texas, 13.2% of children (0-18) and 30.9% of adults (18-64) were uninsured in 2011, and in Travis County 10.6% of children and 25.0% of adults were uninsured;

WHEREAS, ~~obtaining health insurance coverage for uninsured adults is one of the best things we can do to ensure the economic stability and future of Texas families;~~ encouraging health insurance, free and low cost clinics and charitable giving are all ways we can help the uninsured and underinsured;

WHEREAS, the Federal Government will hopefully cover the entire cost of expanding Medicaid for the first three years, will hopefully pay no less than 90% of the total thereafter, and from 2014-2017 expansion will hopefully bring $24 billion in Federal revenue to Texas for just $1.3 billion in State ~~investment~~ spending;

WHEREAS, expanding Medicaid would hopefully add $224.1 million in annual Medicaid funds to Travis County;

WHEREAS, each dollar spent expanding Medicaid in Texas would result in a $1.29 increase in State revenue, a 51 cent increase in local government revenue, and a savings to local governments of $1.21 ~~for investments~~ in spending for uncompensated care;

WHEREAS, preventive care will become available for newly eligible Medicaid participants who access medical services, saving both money and lives; and

WHEREAS, ~~expanding Medicaid will significantly reduce the current $1.8 billion in annual private hospital charity care costs, which are traditionally passed on to customers with health insurance, thus translating to better premium value for Texans with private health insurance by lowering costs for everyone~~. More Medicaid funding could be utilized to supplement Central Health encouraging greater access to clinics.

NOW, THEREFORE, BE IT RESOLVED THAT THE TRAVIS COUNTY COMMISSIONERS COURT FINDS THAT MEDICAID EXPANSION IS IN THE BEST INTEREST OF COUNTY TAXPAYERS AND STRONGLY ENCOURAGES THE GOVERNOR AND STATE LEGISLATURE TO FIND A WAY FOR ~~PARTICIPATE IN THE EXPANSION OF MEDICAID COVERAGE TO ALL NEWLY ELIGIBLE TEXAS RESIDENTS IN ACCORDANCE WITH THE PROVISIONS OF THE PATIENT PROTECTION AND AFFORDABLE CARE ACT OF 2010.~~ MORE FUNDING FOR CENTRAL HEALTH CLINICS, AND OTHER PRIVATE CLINICS TO PROVIDE A BROADER SAFETY NET FOR THE MEDICAL NEEDS OF TRAVIS COUNTY RESIDENTS.

WHEREAS FURTHER, WE APPEAL TO THOSE MORE FINANCIALLY ABLE RESIDENTS OF TRAVIS COUNTY TO STEP UP THEIR CHARITABLE GIVING TO THE NONPROFITS IN TRAVIS COUNTY THAT ARE FILLING THE MEDICAL GAPS FOR OUR UNINSURED AND UNDERINSURED.

ADOPTED THIS ____ DAY OF FEBRUARY, 2013.

_____

SAMUEL T. BISCOE
TRAVIS COUNTY JUDGE

_____	_____
RON DAVIS COMMISSIONER PRECINCT 1	SARAH ECKHARDT COMMISSIONER PRECINCT 2
_____	_____
GERALD DAUGHERTY COMMISSIONER PRECINCT 3	MARGARET GÓMEZ COMMISSIONER PRECINCT 4

WHEREAS, approximately 6 million Texans (23% of the population) had no health insurance in 2011, the highest uninsured rate of any State in the Nation;

WHEREAS, in 2010, 29 million Americans were underinsured, meaning they have health insurance, but their out-of-pocket medical expenses exceeded 10% of their income, among those below 200% of the Federal poverty level their out-of-pocket medical expenses exceeded 5% of income, or the per person deductible for the insurance plan exceeded 5% of income;

WHEREAS, according to the United States Census Bureau's American Community Survey, 209,348 residents in Travis County were uninsured in 2011;

WHEREAS, expanding Medicaid could provide more alternatives to the uninsured and underinsured populations;

WHEREAS, Medicaid already helps approximately 2.7 million Texas children, but covers only about 945,000 adults (primarily seniors and the disabled). In Texas, 13.2% of children (0-18) and 30.9% of adults (18-64) were uninsured in 2011, and in Travis County 10.6% of children and 25.0% of adults were uninsured;

WHEREAS, encouraging health insurance, free and low cost clinics and charitable giving are all ways we can help the uninsured and underinsured;

WHEREAS, the Federal Government will hopefully cover the entire cost of expanding Medicaid for the first three years, will hopefully pay no less than 90% of the total thereafter, and from 2014-2017 expansion will hopefully bring $24 billion in Federal revenue to Texas for just $1.3 billion in State spending;

WHEREAS, expanding Medicaid would hopefully add $224.1 million in annual Medicaid funds to Travis County;

WHEREAS, each dollar spent expanding Medicaid in Texas would result in a $1.29 increase in State revenue, a 51 cent increase in local government revenue, and a savings to local governments of $1.21 in spending for uncompensated care;

WHEREAS, preventive care will become available for newly eligible Medicaid participants who access medical services, saving both money and lives; and

WHEREAS, more Medicaid funding could be utilized to supplement Central Health, encouraging greater access to clinics;

NOW, THEREFORE, BE IT RESOLVED THAT THE TRAVIS COUNTY COMMISSIONERS COURT FINDS THAT MEDICAID EXPANSION IS IN THE BEST INTEREST OF COUNTY TAXPAYERS AND STRONGLY ENCOURAGES THE GOVERNOR AND STATE LEGISLATURE TO FIND A WAY FOR MORE FUNDING FOR CENTRAL HEALTH CLINICS, AND OTHER PRIVATE CLINICS TO PROVIDE A BROADER SAFETY NET FOR THE MEDICAL NEEDS OF TRAVIS COUNTY RESIDENTS.

WHEREAS FURTHER, WE APPEAL TO THOSE MORE FINANCIALLY ABLE RESIDENTS OF TRAVIS COUNTY TO STEP UP THEIR CHARITABLE GIVING TO THE NONPROFITS IN TRAVIS COUNTY THAT ARE FILLING THE MEDICAL GAPS FOR OUR UNINSURED AND UNDERINSURED.

ADOPTED THIS ____ DAY OF FEBRUARY, 2013.

_____
SAMUEL T. BISCOE
TRAVIS COUNTY JUDGE

_____
RON DAVIS
COMMISSIONER PRECINCT 1

_____
SARAH ECKHARDT
COMMISSIONER PRECINCT 2

_____
GERALD DAUGHERTY
COMMISSIONER PRECINCT 3

_____
MARGARET GÓMEZ
COMMISSIONER PRECINCT 4

Item 7

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013
Prepared By/Phone Number: David Salazar, 854-9555
Elected/Appointed Official/Dept. Head: County Judge
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

APPROVE PROCLAMATION HONORING LAW ENFORCEMENT AND CORRECTIONS OFFICERS WHO DIED OR WERE INJURED IN THE LINE OF DUTY.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached.

STAFF RECOMMENDATIONS:

Please see attached.

ISSUES AND OPPORTUNITIES:

Please see attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

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

WHEREAS, The National Law Enforcement Officers Memorial, indicates “on average, one law enforcement officer is killed in the line of duty somewhere in the United States every 53 hours”;

WHEREAS, Texas leads the nation in fallen and injured officers each year, and each death or injury affects many more family members, friends, co-workers and communities;

WHEREAS, The physical, emotional and financial impact of fallen or injured officers fall upon people of all ages and abilities, and of all economic, racial and social backgrounds;

WHEREAS, It is widely known that heroes are the people who do what has to be done regardless of the consequences;

WHEREAS, “Heroes Behind the Badge” is a documentary which provides an opportunity to educate all people about the honor and distinction of men and women who become law enforcement and correction officers, and the work they perform for our communities;

WHEREAS, The documentary was created and produced by Mr. William Efurth, and it showcases the lives of 7 officers (4 fallen, 3 survivors) and provides a real-life observation of law enforcement life, the decisions made daily and the impact of those decisions;

WHEREAS, A private screening of “Heroes Behind the Badge” will be held at the State Capitol on February 28, 2013, from 5:00 PM to 8:00; and

WHEREAS, As it is written in John 15:13, (New International Version) Greater love has no one than this, that he lay down his life for others.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY PROCLAIM FEBRUARY 26, 2013 AS

"HEROES BEHIND THE BADGE DAY"

IN TRAVIS COUNTY, AND ASK ALL RESIDENTS OF TRAVIS COUNTY TO JOIN US IN SALUTING THE MEN AN WOMEN WHO DEDICATE THEIR LIVES TO A CAUSE MUCH BIGGER THAN THEMSELVES.

_____

SAMUEL T. BISCOE
Travis County Judge

_____ _____

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

_____ _____

GERALD DAUGHERTY
Commissioner, Pct. 3

MARGARET GOMEZ
Commissioner, Pct. 4

Item 8

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013
Prepared By/Phone Number: Pete Baldwin/974-0472
Elected/Appointed Official/Dept. Head: Danny Hobby, County Executive Emergency Services
Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and Take Appropriate Action on the Mutual Agreement to Terminate the 1994 Interlocal Agreement between Travis County and the Lower Colorado River Authority.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: On August 21, 2012, the Commissioners Court approved a motion to terminate the 2006 Capital Area Planning Council of Governments (CAPCOG) Mutual Aid Agreement, an Interlocal Agreement for mutual aid with the Lower Colorado Authority and the mutual aid agreements signed between 1992 and 1994 with various cities and counties. Letters and a copy of the resolution have been sent to the participants in the CAPCOG Mutual Aid Agreement notifying them of Travis County's termination of participation in that agreement. The Mutual Agreement to Terminate 1994 Interlocal Agreement with the Lower Colorado River Authority has been returned for signature by Travis County. The reason for the original agenda item was that all the existing mutual aid agreements contained language that did not comply with existing law and caused considerable issues with requesting reimbursements under the Fire Mitigation Assistance Grants for the Labor Day Fires. It was recommended and approved to terminate the existing mutual aid agreements and respond or request assistance under the State Mutual Aid Plan. Staff expects more mutual termination agreements to follow over the next several weeks and months.

STAFF RECOMMENDATIONS: Emergency Services and the Office of Emergency Management recommend approval of the Mutual Agreement to terminate the 1994 Interlocal Agreement between Travis County and the Lower Colorado River Authority.

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: This is a continuation of our effort to move our mutual aid requests and responses under the State Mutual Aid Plan.

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney's Office

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.

Mutual Agreement to Terminate 1994 Interlocal Agreement

This Mutual Agreement is made by the following parties:

Travis County, a political subdivision of Texas ("County") and

Lower Colorado River Authority, a Texas conservation and reclamation district ("LCRA").

Recitals

In June, 1994, County and LCRA entered into an Interlocal Agreement ("Agreement") consistent with Texas law at that time. Section 9.05 of the Agreement provides for Mutual Termination of the Agreement when both parties agree to the termination.

Since that time, Texas law has developed and changed significantly and an agreement is no longer necessary.

County and LCRA believe that the type of assistance contemplated in the Agreement is better performed under the terms and conditions now stated in Texas Government Code, chapter 418, subchapter E. This subchapter addresses all of the aspects of assistance between local governments in the time of disasters.

Agreement

County and LCRA agree that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds under that Agreement.

County and LCRA agree that the Agreement is terminated effective October 1, 2012.

County and LCRA agree that any further requests for assistance will be dealt with based on the provisions of Texas law in effect at the time of the disaster.

This document is executed in duplicate originals.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
County Judge

Date: _____

LOWER COLORADO RIVER AUTHORITY

By: Rebecca S Motal LCRA LEGAL
Rebecca S. Motal
General Manager

Date: 2/8/13

Item 9

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013

Prepared By/Phone Number:
Roger Jefferies, County Executive, JPS, (512) 854-4759

Elected/Appointed Official/Dept. Head: Roger Jefferies, County Executive, JPS, (512) 854-4759

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON RESOURCE REQUESTS FOR TECHSHARE COURT PROJECT

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The attached memo provides an update on the proposed TechShare Court Project which is a joint project with the Conference of Urban Counties, Dallas County, and Tarrant County. The TechShare Court Project would replace Travis County's current FACTS court case management system which has reached its end of life. The attachments include memos on the project this office and the three departments requesting resources for the project, as well as a project schedule.

ISSUES AND OPPORTUNITIES:
Please see attached memo and attachments.

FISCAL IMPACT AND SOURCE OF FUNDING:
The annualized cost of the 5 positions requested for the TechShare courts project is $407,169. If approved, FY 2013 needs will be funded by the departments internally, and added to the target budget for FY 2014.

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.

REQUIRED AUTHORIZATIONS:

District Court Judges
County Court at Law Judges
Probate Court Judge
District Clerk
County Clerk
PBO
Auditor's Office
Purchasing Office
ITS
County Attorney
District Attorney
Probation/Pretrial Services
IJS Steering Committee

ATTACHEMENTS:

Memo to the Commissioners Court dated February 19, 2013; memos from the County Clerk, District Clerk, and Criminal Courts; project schedule.

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

JUSTICE & PUBLIC SAFETY DIVISION

Roger Jefferies, County Executive
P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

Criminal Justice Planning
Roger Jefferies
(512) 854-4415

Counseling & Education Services
Caryl Colburn
(512) 854-9540

Juvenile Public Defender
Kameron D. Johnson
(512) 854-4128

To: Sam Biscoe, Travis County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

From: Roger Jefferies, County Executive, Justice and Public Safety

Date: February 19, 2013 (Updated from memo dated December 4, 2012)

SUBJECT: CONSIDER AND TAKE APPROPRIATE ACTION ON THE TECHSHARE COURT PROJECT

2-19-12 Update on TechShare Court Project –

On December 18, 2012, the Commissioners Court voted in favor of an addendum to the master interlocal with our CUC TechShare partners, including the Conference of Urban Counties, Tarrant County, and Dallas County which authorized us to go forward with the development of a new court case management system with AMCAD. In the December 18 session you also voted to transfer funding of $1,146,096 from the IJS reserve to cover costs for licensing and software development for FY 2013. You also approved the creation of two slots for ITS, a Business Analyst II and an Application Development Analyst, at an annualized amount of $176,903, which were to be internally funded by ITS for FY 2013.

At that time, members of the Steering Committee of elected officials informed you of the need for additional resources for the TechShare court case management system pending the development of a work scope and schedule with AMCAD. During the intervening time since our December presentation, the CUC has finalized a work scope, schedule, and resource plan for the project with AMCAD. The CUC has had two sessions to explain these items to the

Steering Committee and their respective staffs so that resource needs could be established for each of the affected departments. Based on the project scope developed with AMCAD and our TechShare partners, the additional resource needs for Travis County stakeholders include the following:

District Clerk –

— 1 Business Analyst II
— 1 Court Clerk I
— Overtime funds equivalent to 1 FTE Court Clerk II position

Total Annualized Cost - $131,195 (to be internally funded in FY 2013 and added to the FY 2014 target budget)

County Clerk –

— 1 Court Services Program Manager I

Total Annualized Cost - $103,047 (to be internally funded in FY 2013 and added to the FY 2014 budget target)

Criminal Courts –

— 1 Business Analyst III
— 1 Business Analyst I

Total Annualized Cost - $172,926 (to be internally funded in FY 2013 and added to the FY 2014 budget target)

Each requesting department has forwarded a justification memo to PBO (attached), and PBO has prepared a corresponding response submitted under separate cover.

The Steering Committee of elected officials concurs with each of these resource asks. We are requesting your approval of these 5 additional slots for the TechShare courts project. As indicated above, and in the respective departments' justification memos, these resources will help us to meet the scope developed by our CUC partners and AMCAD, and to ensure the successful development and roll out of this important new court case management system.

Quick overview of TechShare to date (from December 12, 2012 memo):

Planning Process

— In the summer of 2011, Travis County joined the CUC TechShare project planning phase at a cost of $183,000, which included $60,000 for the prosecutor project, and $123,000 for the court project.

Prosecutor Project

— Following completion of the planning phase, the development phase of the prosecutor project was approved by the Commissioners Court in July 2012, at a total CUC-related cost of $1,031,537 over three years. Of the $1,031,537 for the development phase, the Commissioners Court approved a transfer from the IJS reserve of $55,394 for FY 2012 costs and $717,746 for FY 2013 costs. An additional payment of $258,401 will be required for FY 2014 CUC-related development costs.
— Going forward, the cost of implementing of the prosecutor project is estimated at $583,000. Hardware, interfaces, and data conversion are estimated at $700,000. An annual cost of $194,000 is estimated for ongoing maintenance for the prosecutor project.

Court Project

Procurement Process

With its partners Dallas, Tarrant, and Travis counties, TechShare has completed the planning phase of the court project, which included a procurement process to identify a suitable vendor.

— 14 vendors attended pre-proposal conference
— 6 responded to the RFP
— 5 passed administrative review (met RFP minimums) and went through a 5 criteria review
— 3 passed the five criteria review
— 2 were selected for negotiation
— AMCAD was selected to develop a proposal

CUC developed a proposal with the selected vendor, AMCAD, for consideration by the participating counties. The scope of the proposal is included in the attached Addendum for your review.

The Addendum (which is an addendum to the master interlocal agreement we have with CUC's TechShare program) describes the participating counties and the CUC's responsibilities

in the project. It also includes Attachment A, which contains the revised Project Work Plan, Budget, and Cost Allocation.

CUC Costs for Court Project

The current five year estimate for the entire court project (CUC costs only) for development, implementation, maintenance, and the statewide license which gives us access to the source code is $40.1 million. Travis County's share of that over the period is estimated to be $8.6 million, which does not include our local costs.

For your consideration now is the Addendum for only the licensing and development phase of the project. Travis County's share over three years for the licensing and development phase CUC-only costs is $3,275,356. Travis County's FY 2013 CUC-only costs will be $1,146,096. We currently have enough in the IJS FY 2013 reserve to cover this amount and will request that this amount be transferred from the reserve, if you approve the program.

There is also an outstanding request from ITS for three additional staff at an annual cost of $268,044, and an estimate of $700,563 for hardware and other related local ITS costs for the court project (please see attached memos from PBO and ITS). Please note that other stakeholder departments may require additional support for this project, which may be requested in the FY 2014 budget process.

What is Travis County getting with the Court Project?

- Criminal Courts requirements and fit/gap analysis
- Civil Courts and Probate Court fit/gap analysis
- Unlimited trial court license for the baseline AMCAD product
- Unlimited license for ROAM for any county use
- Collaborative development to build out the software to county requirements
- Software development process based on requirements for Criminal, Civil, and Probate Courts
- Testing center that supports continuous software improvement and refinement
- Ability to direct maintenance and development funds towards important priorities for Travis County
- "Sandbox" where the county can configure and learn how best to implement
- Implementation services for the Criminal District and County Courts.
- Potential for rebates when other counties join the collaboration
- Option to acquire source code through statewide license
- Shared maintenance costs with other counties

What are the Benefits?

- Advanced court case management system, including implementation, maintenance and source code for $8.6M, a savings of at least $4M

— Court Case Management System built to Travis County specifications
— Shared resources and knowledge base with other large Texas counties
— Option for rapid implementation in 12 to 18 months
— Potential for cost recovery
— Ownership of the source code
— Partnership with a multiple, strongly motivated organizations that bring talent to a project that is not readily available in a typical county/vendor procurement process
— Path forward for the replacement of FACTS
— Immediate license of fully working product in use in Texas

What are the Risks and How are They Being Addressed?

— **Transitioning leadership and adequate resources in ITS**
— **Data conversion and integration to existing and future county applications (e.g. OnBase)**

ITS has forwarded a staffing plan they believe will provide the appropriate support for project management, data conversion and integration of county applications into the proposed TechShare Court Project. The plan includes 3 new staff for ITS. There will also be estimated additional costs for hardware, equipment, and other items to support the project. In addition, there is currently underway a search for a new Chief Information Officer for the county, who would provide leadership for ITS for the duration of this project.

— **Stakeholder adoption, participation, and ongoing communication**

An Executive Steering Committee of elected officials impacted by the court project voted unanimously to proceed with the TechShare project and present to the Commissioners Court for approval. They have agreed to stay intact as a committee to guide the progress of the court project. Those who are working on the project will report to the committee on a regular basis on its status. Communication around the court project will also be facilitated through the IJS Steering Committee. The Auditor's Office has agreed that it would be helpful for them to assist us in developing the financial requirements for the system as part of the development phase of the project and will direct staff to provide feedback, as needed, to the financial liaisons and other appropriate stakeholders throughout this development process, if this goes forward.

— **Quality assurance throughout the project**

The Executive Steering Committee of elected officials expressed a desire for ongoing quality assurance for the court project. The CUC described for the committee the structure of the development phase, which has built into it the opportunity for testing the software at regular intervals to ensure that it is working properly. The contract is also

deliverables based and structured in such a way as to pay the vendor only upon satisfactory delivery of the various components of the project.

— **The need for a contingency reserve**

The CUC built in a reserve of 10% of the development costs to serve as a contingency for unforeseen issues.

— **Plan for FACTS phase out, including civil and probate courts, and CES**

This overall project includes the development and implementation of a case management system for the criminal courts only. While there is the opportunity to develop the business requirements for the civil and probate courts under the criminal courts project, development and implementation of a system for them would be an additional cost to the county.

What do Other Options to TechShare Look Like?

Replacement of the existing Courts CMS System (FACTS) is required (Civil, Criminal, and Probate). FACTS is supported, but no new releases of FACTS will be provided. Other than the TechShare program, the option to replace FACTS would require engaging, on our own, a new solicitation for a new Case Management System, which would require:

- Creation of detailed requirements for all participating departments prior to engagement of effort
- RFP creation, review, evaluation and selection
- Opportunity to review other vendor systems
- All maintenance and system support provided by selected vendor
- Possibly no option to own source code

Next Steps and Timeline on the Court Project

We are respectfully requesting approval of the TechShare Court Project. Upon your approval, we will request through PBO that $1,146,096 currently available from the IJS reserve be transferred to ITS to fund the first year of license and development costs. The CUC estimates that this phase of the court project will begin in February 2013.

We look forward to discussing the TechShare court project with you. Please contact me at 44759 if you have any questions.

c: District and County Court at Law Judges
Probate Court Judge
Sheriff
County Clerk

District Clerk
County Attorney
District Attorney
IJS Steering Committee
PBO
Purchasing
County Auditor's Office

Attachments

Amalia Rodriguez-Mendoza
District Clerk, Travis County
Travis County Courthouse Complex
P. O. Box 679003
Austin, Texas 78767

To: Travis County Commissioners
Date: February 15, 2013
Re: Staffing Needs

The District Clerk is currently slated to begin participating in the development of the TechShare project through the Conference of Urban Counties in March 2013. As such, the District Clerk's Office has developed a proposed staffing plan to ensure adequate and appropriate staff involvement in the CUC development project while also ensuring the functions and duties of the office continue without interruption.

The District Clerk's plan involves the assignment of three staff persons to the TechShare development project on a full-time basis. These positions are: 1) Business Analyst III, 2) Court Services Management Administrative Coordinator, and 3) Court Clerk II. In addition to these staff, 10 other individuals will participate in the CUC project on an as-needed basis. They each have extensive knowledge of the processes of the District Clerk's office, to include case intake, court support, records management, accounting, ad hoc reporting and queries, and quality assurance. It is not feasible to hire a single person to fulfill these duties. Instead, the office is working to cross-train current employees to ensure the ability for the office to meet its obligations to the courts and the public in the absence of those assisting with the CUC project.

While cross-training can meet many of our needs, additional staff persons are necessary to ensure continued performance of the office's responsibilities. Although the team that will be assigned to TechShare fulltime will not be in development sessions at the CUC offices on a continual basis, they will very likely be working on TechShare issues between sessions. Many of the processes the District Clerk follows are dictated by the current case management system, FACTS, and are not necessarily efficient or representative of "best practices" in criminal case processing. TechShare affords the District Clerk and other departments using or interfacing with the case management software (courts, County Clerk, prosecutors, probation) the opportunity to redesign these processes for purposes of efficiency, improved coordination among departments, transfer of information, and public access, and perhaps other areas of improvement. Investigating and analyzing these best practices and process improvements prior to scheduled TechShare development sessions will consume much of the working hours of the full-time TechShare team in order to achieve the optimal result from the project. As a result, the team will not be able to assume their regular duties on an ongoing basis in between development sessions. Further, it is anticipated that the prosecutors will be making a substantial change

Amalia Rodriguez-Mendoza
District Clerk, Travis County
Travis County Courthouse Complex
P. O. Box 679003
Austin, Texas 78767

in the process of filing cases in the trial court. The District Clerk, along with the County Clerk, courts, and other justice agencies, will need to determine what changes they will need to make to conform to the new prosecutor protocols, particularly in how and when cases will be filed, bonds tracked and monies received, and how case information can be expeditiously provided to defense attorneys, other case participants, and the public. To do so will involve not only the team assigned full-time to the project but also those subject matter experts identified to be a part of the team on an as-needed basis. In order to provide sufficient staff to develop the best possible product while also ensuring the functions of the District Clerk's office are performed without interruption, the District Clerk is requesting the following staffing resources for implementation of TechShare:

1. One Business Analyst II – The District Clerk is assigning a Business Analyst III and a Court Services Management Administrative Coordinator (CSMAC) to the TechShare project on a full-time basis beginning June 2013. The current responsibilities of the Business Analyst III include providing support to several ongoing functions that are vital to District Clerk operations, such as monitoring and maintenance of DMS, interface of the DMS to FACTS, coordination of e-filed documents with both FACTS and the DMS, and routine and ad hoc extractions of data from FACTS or the DMS for analysis and quality control. This position is working on the development of enhanced DMS functionality, specifically a DMS for storing exhibits, administrative records, and confidential criminal filings. The CSMAC is currently responsible for the coordination of the audit of criminal case data for the purposes of reporting case activity to both the Department of Public Safety and the Office of Court Administration. This position also runs routine and ad hoc queries from FACTS to assist in analyzing case filing and disposition trends and to ascertain activity within the cases. The requested Business Analyst II is to assume most of the duties of the Business Analyst III and CSMAC while they are assigned to the TechShare project. The remaining portion of the duties will be assumed by the other Business Analysts in the District Clerk's Office.

2. One Court Clerk I – The District Clerk is assigning a Court Clerk II to the TechShare project on a full-time basis beginning June 2013. That particular Court Clerk II's responsibilities include preparing appeal and habeas corpus records. The District Clerk is reassigning a different Court Clerk II to these duties in the appeals clerk's absence. The reassigned Court Clerk II presently coordinates the issuance of subpoenas and provide public information/service counter support within the Criminal Division. The requested Court Clerk I would perform the duties of the reassigned Court Clerk II.

Amalia Rodriguez-Mendoza
District Clerk, Travis County
Travis County Courthouse Complex
P. O. Box 679003
Austin, Texas 78767

3. Overtime funds equivalent to 1 FTE Court Clerk II position – Staff in at least 10 Court Clerk II and Court Clerk II, Senior positions are being assigned to participate in the TechShare development project as the subject matter expertise of each of these employees is required (e.g. case intake, court procedures, case disposition and data entry, jail release processes, judgment and capias preparation, court cost calculation and assessment, mandated reporting). While each of these persons is participating in the TechShare development, other staff will be required to assume their duties, including attending court; receiving, processing, and preparing paperwork; retrieving records; and entering required data. With the myriad of duties and functions collectively performed and the fact that there are several staff within the office that perform these duties, rather than request a position to fill in when others are absent due to their participation in the project, the District Clerk will be assigning the work of the participants to experienced coworkers who perform the same or similar duties or have been recently trained to do so. In the event they are unable to complete all work during established working hours, they will be allowed overtime to ensure the District Clerk's support of court processes and the public continues as required.

Travis County Clerk Dana DeBeauvoir

(512) 854-9188
P.O. Box 149325, Austin, TX 78714-9325
www.traviscountyclerk.org

January 28, 2013

TO: Travis County Commissioners Court
Roger Jefferies, Executive Director of Criminal Justice Planning
Alan Miller, Budget Analyst for the Planning and Budget Office

FROM: Dana DeBeauvoir

RE: Request for Additional FY13 Resources for the Planning, Implementation, and Operation of the New CUC Project

The County Clerk's Office requests funding for additional FY13 resources to provide for the planning, implementation, and operation of the new CUC integrated justice system. Specifically, for this fiscal year we are asking for the immediate funding of a Court Services Program Manager (grade 24). The cost for this additional FTE with benefits is $84,891.

Why Are We Asking for a New Program Manager Instead of Funds for Backfill, Overtime, and New Front Line Positions?

Based on a recent review by the CUC, initial training and development of this project is scheduled to begin ahead of schedule in mid-March of this year. According to the strategy that was outlined to us, intensive, high level training and decision making functions will begin immediately and continue on into the next fiscal year.

We learned a lot from the implementation of FACTS, and we plan to use a more efficient and sustainable method for participating in the front end design and long term operation of this new system. One of the lessons we painfully became educated on is that the strategy of relying heavily on a backfill process where front line specialized employees are taken away indefinitely to provide expertise to developers and then eventually reclassified into new slots back in our department as "system experts" is a flawed concept – at least for our particular operation.

Our plan is to request that two appropriately skilled and experienced individuals from our office begin this process from the start - a high level program manager and a high level technical expert. Then when specific areas of front line expertise are needed, the program manager can pull certain employees in for small periods of time.

Within the past year, the Court provided us with the technical expert for this project, and we are asking now for the program manager position. Our goal, based on the information we have at this time, is to internally cover backfill and overtime costs for the extra time spent by front line employees. (Obviously, our resource needs in the future could change as this new system becomes more fully developed.)

Why Can't We Wait and Ask for This New Employee in the FY14 Budget Process?

Due to the request of the Court and the Planning and Budget Office, we were initially trying to struggle through FY13 and include all of our requests in the FY14 budget. A couple of weeks ago, it became apparent that this was not possible. In addition to the CUC's earlier-than-expected schedule and rapid kick start of the central part of the development process, we have two other issues.

First, our current Misdemeanor Records Division Manager (Neomia Bailey) is planning to retire. Due to her very large heart and devotion to the County, she decided to postpone her retirement from March to December after learning of the CUC's plans. We are placing her in a succession position to the new Division Manager and would like to use her in the meetings at CUC and alongside our requested new program manager and technical person. We cannot wait until FY14 to bring a new program manager in, we need this person as soon as possible so that we can begin training him/her while we have someone with Neomia's expertise available. (We plan to cover Neomia's succession costs for FY13 internally, but will then ask for additional funds to cover her time from October to December in the FY14 budget.)

Second, our resources are already stretched to manage the start-up of the new document managing system which will be happening at the same time. We had originally planned to have the DMS project well underway before the CUC project, but delays in getting the DMS project to final approval have caused an unfortunate scheduling overlap.

That being said, we are cautiously optimistic that we will have sufficient short term salary savings to cover the cost of the new program manager from March until the end of FY13. We would like to offer this option with the understanding that if we are not able to accomplish this, we may need to come back to Court toward the end of the fiscal year to ask for additional funds.

Please Allow Us to Dispel a Rumor

We heard there is an assumption that since we had to add more than a dozen new employees when FACTS was implemented, that we should be able to convert these employees to the development of the new system. Please understand that the additional employees added with FACTS were for data entry and record processing responsibilities. These tasks increased mainly because FACTS required that the County Clerk gather and enter more information than was previously required. Instead of being a step along the way, our office became a clearinghouse for a large amount of data. It is unlikely that the CUC system will change that factor and reduce the volume of our workload. Our office now has one IT position dedicated to Court system operations (the newly provided Business Analyst). We do not have employees who will be freed up as FACTS is phased out.

Thank you for your consideration of this request. Please let us know if you need any additional information.

TRAVIS COUNTY
DISTRICT AND COUNTY
CRIMINAL COURTS

BLACKWELL-THURMAN
CRIMINAL JUSTICE CENTER
P. O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9244
FAX: (512) 854-4464

Date: February 14, 2013

To: Commissioners Court

From: Debra Hale, Director Criminal Court Management

Re: Criminal Courts Staffing Needs Related to CUC TechShare Courts Project

The Criminal Courts Department will play a key role throughout the CUC TechShare Courts Project. The Criminal Courts are committed to participating in this important project and to ensuring the development of a quality case management system while simultaneously utilizing staff expertise and resources cost effectively.

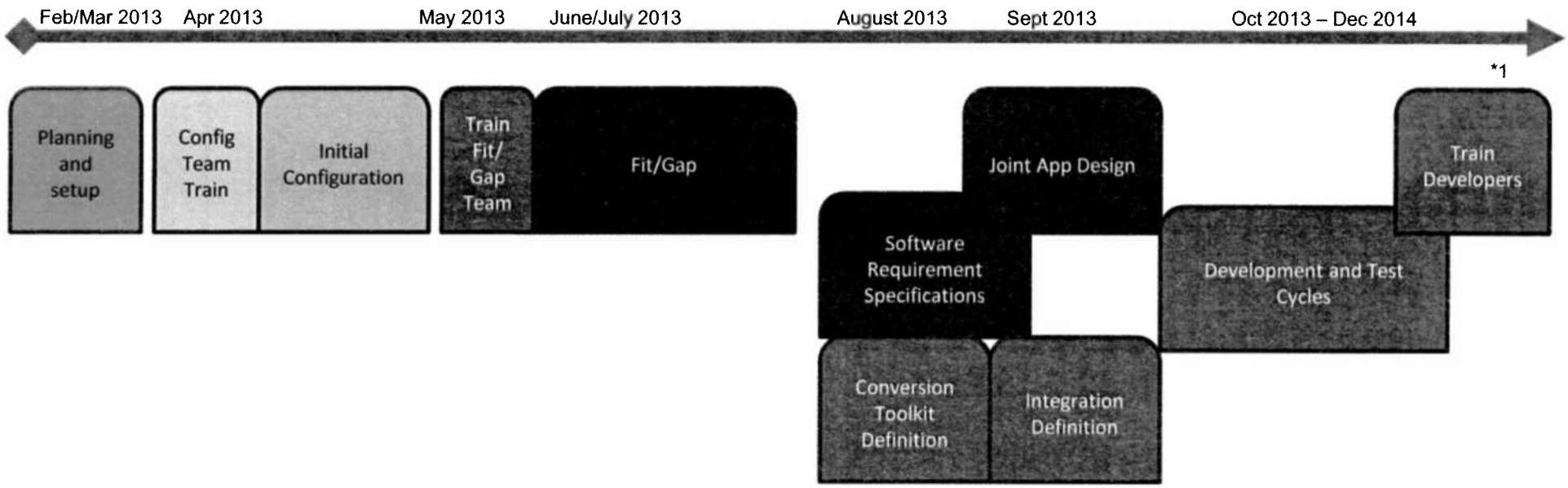
The CUC recently provided Travis County with a detailed project plan which includes the project timeline as well as department resource requirements. The recently revealed CUC TechShare Courts Project plan requires staff resources to participate in high level training and decision making functions immediately. Since the County Courts and the District Courts currently use two separate FACTS databases and have different business processes, our plan is to request funding for two additional Business Analyst FTEs. A new Business Analyst III FTE will be the functional lead for the Criminal Courts department and be assigned primarily to the District Courts. The new Business Analyst I FTE will be assigned primarily to the County Courts. The approach will be to select experienced staff with the ability to adapt to changing roles throughout the course of the project. The staff selected for these two key FTEs will have strong technical skills, strong documentation skills, strong communication skills, and the knowledge base to understand criminal case process integration with other departments. Using this approach will ensure continuity, quality control, and cost efficiencies for the county.

Due to the CUC TechShare project timeline, the effective date for this request is April 1, 2013. The Criminal Courts are able to internally fund the two FTEs for FY13, however, a request for continued funding will be submitted during the FY14 budget process.

For FY13, the cost to fund the two FTEs for the CUC TechShare Project, as well as start-up costs is $112,508. A budget adjustment has been prepared for approval by the Commissioners Court. The FY14 cost will be $215,262. This amount will be requested in the department's FY14 budget submission (PB5s are attached for review).

Schedule Overview

TEXAS Conference of Urban Counties



* 1 Train Developers task is after the completion of AMCAD deliverables. This relates to the training of Urban Counties and County personnel in preparation for go-live activities and ongoing collaborative development.

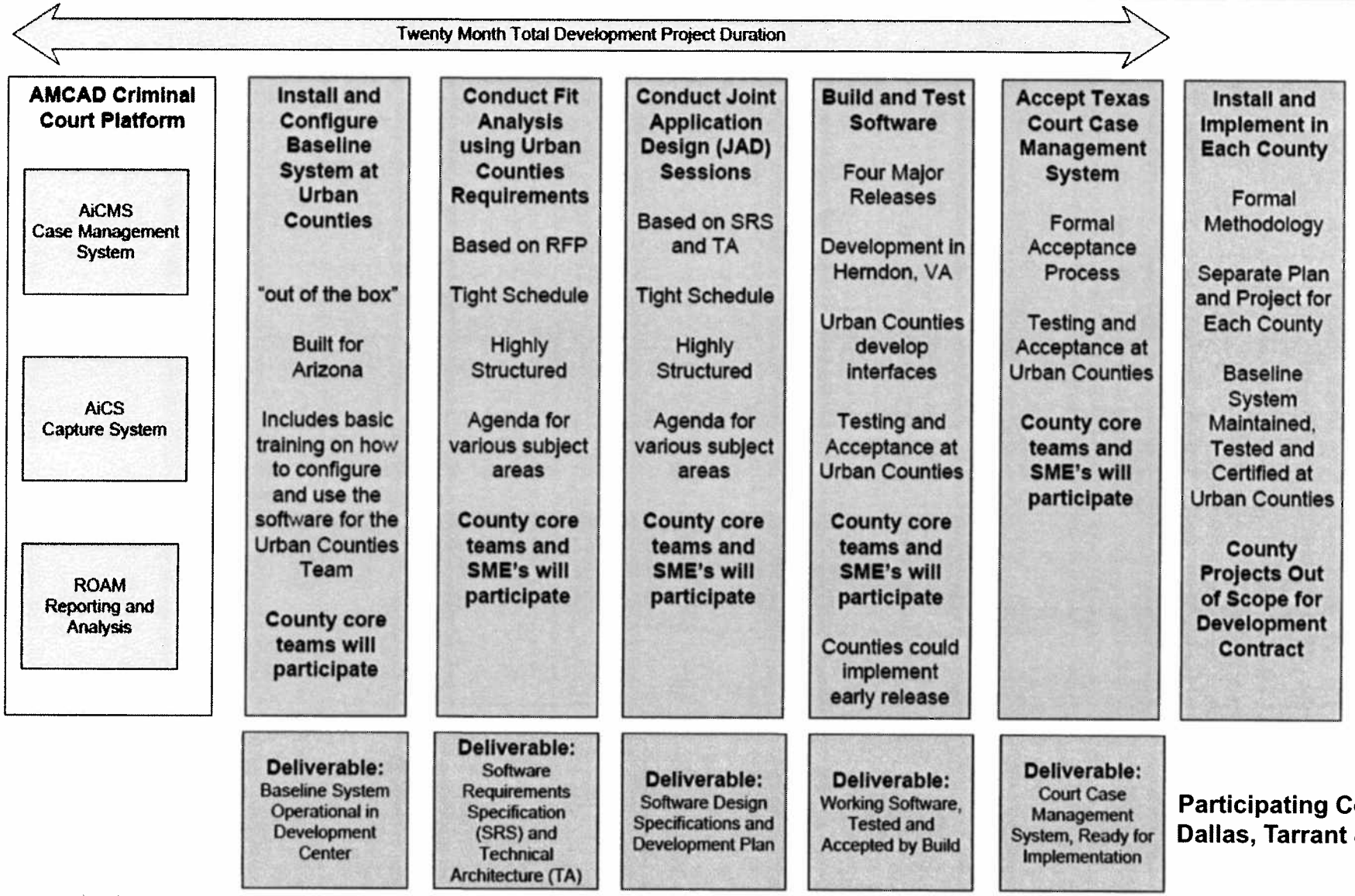
Project Monthly Breakdown

TEXAS Conference of Urban Counties

County Role	February •**Project Set Up** •Staff Project Team •Set up Project Deliverables	March •**Stand Up Site** •Install Hardware •Install Software •Seed known Texas Config	April •**Application Set Up** •Application Training •Configuration Training	May •**Fit /Gap Training** •Stage Business Scenarios •Fit Application Training	June/July •**Fit/Gap Sessions** •Criminal – 6 weeks •Civil – 1 week	August •**SRS Documents**
Stakeholder Committee	Kick off calls and engage staff	Monthly call	Monthly call	Monthly call	Monthly call	Monthly call
Technical Committee	Monthly calls ; engage staff	Monthly call	Monthly call	Monthly call	Monthly call	Monthly call
Project Manager	Schedule briefings; allocate staff; understand schedule	Review staffing; work with departments on resources and scheduling	Lead participation in project Monitor feedback	Lead participation in project Monitor feedback	Lead participation in project Monitor feedback	Status meetings Coordinate review of SRS Documents
Product Owner	Project Kick off	Support preparation and scheduling	Participate in training	Participate in Fit Training	Participate in Fit/Gap sessions	Review SRS Documents
Lead Department / Functional Owners	Understand schedule and commitment; identify resources	Identify resources and prepare for project	Review requirements and fit/gap	Participate in Fit Training Review initial configuration	Participate in Fit/Gap sessions	Review SRS Documents
Process or Functional Analyst	Participate in Kick-Off	Start work on process flow and overall understanding	Application and Configuration training	Participate in Fit Training Initial Configuration	Participate in Fit/Gap sessions	Review SRS Documents
Subject Matter Experts	Participate in Kick-Off	Familiarization	Review requirements and fit/gap	Review initial configuration	Participate as required in Fit/Gap sessions	Review SRS Documents
Technical Integration Specialists	Participate in Kick-Off				Participate in gap session	Review SRS Documents
Data Conversion Specialists	Participate in Kick-Off					Review SRS Documents

Court "Deal Picture"

TEXAS Conference of Urban Counties



Participating Counties
Dallas, Tarrant & Travis

Item 10

Travis County Commissioners Court Agenda Request

Meeting Date:
February 26, 2013

Prepared By/Phone Number:
Cathy McClaugherty, 854-4713
Elected/Appointed Official/Dept. Head:
Roger Jefferies, County Executive, Justice and Public Safety
Commissioners Court Sponsor:
Judge Sam Biscoe

AGENDA LANGUAGE:
CONSIDER AND TAKE APPROPRIATE ACTION ON TRAVIS COUNTY'S JUSTICE REINVESTMENT INITIATIVE (JRI) GRANT AND INTRODUCE OUR COLLEAGUES WITH THE CENTER FOR EFFECTIVE PUBLIC POLICY AND THE URBAN INSTITUTE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Since February 2009, Travis County Criminal Justice Planning has been involved with the Bureau of Justice Assistance's Justice Reinvestment Initiative, or JRI. The goals of the project were to develop, implement, and evaluate a local, data-driven, collaborative, strategic plan to achieve meaningful reductions in the jail population and to guide the reinvestment of jail reduction savings into more proactive public safety measures in the community.

In 2012, we were presented with the opportunity to apply for funding as a JRI Phase II site. Under the guidance of a Community Consortium that was created to guide JRI work, plans for a pilot program targeting frequent users of the County Jail who were chronically homeless and mentally ill were drafted. This pilot program will provide permanent supportive housing for twenty-two participants, as well a support services that include intensive case management and other ancillary services.

Travis County has been awarded $300,000 in federal funding, $69,012 in private foundation funding, and access to housing vouchers valued at

$82,800 to fully fund this pilot program. The anticipated start date for this two-year-long program is March 1, 2013, and we will partner with Foundation Communities, a local non-profit agency, to provide both housing and services for our target population.

STAFF RECOMMENDATIONS:
N/A

ISSUES AND OPPORTUNITIES:
Travis County applied for this grant to fill a gap in our community: housing and support services for chronically homeless men and women who are mentally ill and who cycle in and out of our County Jail. It is our hope that we can positively impact this population, resulting in fewer jail bookings and less jail bed days consumed by the program participants.

FISCAL IMPACT AND SOURCE OF FUNDING:
Travis County will receive grant funding of $369,012, and program-based housing vouchers donated by the Housing Authority of Travis County. No County contributions were required for this grant.

REQUIRED AUTHORIZATIONS:
N/A

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

JUSTICE & PUBLIC SAFETY DIVISION

Roger Jefferies, County Executive
P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

Criminal Justice Planning
Roger Jefferies
(512) 854-4415

Counseling & Education Services
Caryl Colburn
(512) 854-9540

Juvenile Public Defender
Kameron D. Johnson
(512) 854-4128

To: Sam Biscoe, Travis County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

From: Roger Jefferies, County Executive, Justice and Public Safety

Date: February 26, 2013

SUBJECT: CONSIDER AND TAKE APPROPRIATE ACTION ON TRAVIS COUNTY'S JUSTICE REINVESTMENT INITIATIVE (JRI) GRANT AND INTRODUCE OUR COLLEAGUES WITH THE CENTER FOR EFFECTIVE PUBLIC POLICY AND THE URBAN INSTITUTE.

Travis County Criminal Justice Planning first partnered with the Urban Institute in March 2009 in efforts to examine ongoing local jail population management efforts, to sustain the effectiveness of those initiatives which are viable, and to determine potential reinvestments which could be made with these successful initiatives.

In December 2010, the Bureau of Justice Assistance (BJA) released a grant opportunity entitled the Justice Reinvestment Initiative (JRI). JRI seeks to provide technical support and financial assistance to states, counties, cities, and tribal authorities who would like to engage in justice reinvestment as Phase I or Phase II sites. Because of Travis County's ongoing collaboration with the Urban Institute, we were eligible to apply as a Phase II site.

Travis County was notified that we had been selected to proceed as a Phase II JRI site in October 2011. The Center for Effective Public Policy was selected as our technical assistance provider and has worked with us to implement our justice reinvestment

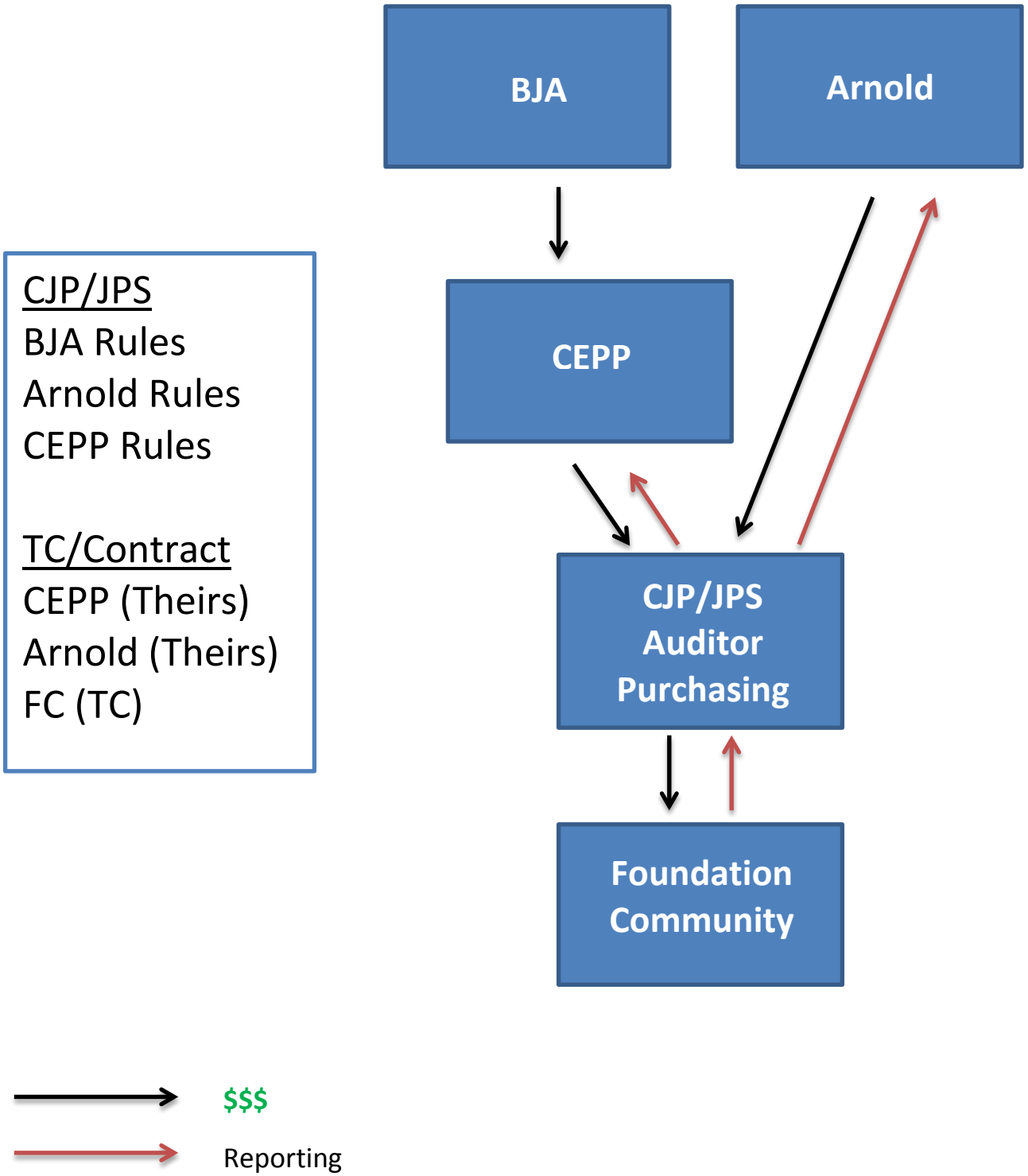
strategy. As a part of this initiative, we have formed a collaborative body, the JRI Community Consortium, to lead the development and implementation of this initiative.

After a year of development and planning, Travis County proposed a JRI initiative that would provide permanent supportive housing (PSH) and support services (intensive case management and ancillary services) over two years to twenty-two chronically homeless, mentally ill individuals who are frequent offenders cycling in and out of the Travis County Jail. The list of eligible individuals includes those who report homelessness in over 50% of their bookings and who are ranked by the frequency of their bookings and the number of jail bed days consumed in the two years prior to starting the program. The proposed budget for this pilot program is $451,812.

In October 2012, Travis County was notified by BJA that our application had been approved for $300,000. In order to supplement the pilot program's budget and maintain its original scope and design, additional funding was needed. We applied for and were awarded $69,012 from the Laura and John Arnold Foundation (along with an external evaluation of the program to be funded by the Arnold Foundation and administered by the Urban Institute). The remaining $82,800 of the budget was originally set aside for housing vouchers, which will be provided at no cost to the County by the Housing Authority of Travis County (HATC).

Via a competitive RFQ process, we have identified Foundation Communities as the entity that will provide both the housing and support services to our target population. A tentative start date of March 1, 2013, has been identified for this pilot program. We will provide periodic updates to the Commissioners' Court as this pilot initiative progresses.

JRI Grant Flowchart



Item 11

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013
Prepared By/Phone Number: David Walch 46663; Marvin Brice 49765
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract No. 4400001243, Communication By Hand for interpreter services.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

This agreement provides properly qualified and legally certified sign language interpreter services for youth identified and referred by the Travis county Juvenile Probation Department. All services will be provided in accordance with the Code of Professional Conduct from the Registry of Interpreters for the Deaf and the Board of Evaluation for Interpreters.

Section 4.10 of the contract states: Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

- **Contract Expenditures:** Within the last 12 months $2,897.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

  Award Amount: As-Needed Contract
  Contract Type: Professional Service
  Contract Period: February 26, 2013 – September 30, 2013 (auto-renewal)

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

- **Funding Information:**
  - ☐ SAP Shopping Cart #:
  - ☒ Funding Account(s): Cost Center 1450180001; Product Code: 8211200; GL# 511850
  - ☒ Comments: Contract is As-Needed

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

PROFESSIONAL SERVICES AGREEMENT/CONTRACT

BETWEEN

TRAVIS COUNTY

AND

COMMUNICATION BY HAND

FOR

INTERPRETER SERVICES

CONTRACT NO. 4400001243

Travis County Purchasing Office

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STATE OF TEXAS §
§
COUNTY OF TRAVIS §

PROFESSIONAL SERVICES AGREEMENT
FOR INTERPRETING SERVICES

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Communication by Hand, (the "CONTRACTOR").

WHEREAS, COUNTY desires to obtain the services of a qualified interpreter to provide interpreter services for Travis County youth and clients identified and referred by Travis County, for Travis County and;

WHEREAS, CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services;

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

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

1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.

1.3 "County Auditor" means Travis County Auditor Nicki Riley or her successor.

1.4 "Parties" mean Travis County and Communication by Hand.

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

1.5.1 paying or receiving in any calendar year any money or valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,

1.5.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;

1.5.3 **but does not include**

1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

1. 6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.

1.7 "DIRECTOR" means the Chief Juvenile Probation Officer of Travis County Juvenile Probation Department or her designee.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2013, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and his best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

3.11 Professional Licensure/Certification. The CONTRACTOR shall maintain all necessary licenses and certifications related to the Counseling services being provided hereunder. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

3.12 Duty to Report. CONTRACTOR shall ensure that suspected or alleged cases of child abuse or exploitation or neglect of clients served under this Agreement are immediately reported to the Director and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees, interns, volunteers, subcontractors, agents, and consultants are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.13 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent licensed counselor in Travis County, Texas would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

3.14 Duty to Disclose Information. CONTRACTOR has an affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail all of the following information to Director:

3.14.1 Any and all licensure complaints and any corrective action required by any of CONTRACTOR'S licensing authorities or funding entities.

3.14.2 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR.

3.14.3 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR, or CONTRACTOR was the alleged or designated perpetrator.

3.15 Disqualifying Criminal History

3.15.1 CONTRACTOR agrees to provide documentation to DIRECTOR that a criminal background check on every employee, intern volunteer or agent whose duties in connection with this Agreement include direct access to youth referred under this Agreement. To comply with this requirement, a criminal background check shall include a fingerprint-based criminal history search of criminal information databases maintained by the Federal Bureau of Investigation and by the State of Texas and shall have been conducted within two years prior to assignment of services under this Agreement.

3.15.2 CONTRACTOR shall not assign or allow any employee, intern, volunteer, agent, including employees and volunteers of its subcontractors, to provide services to youth referred under this Agreement whose criminal background check reflects a disqualifying criminal history. To comply with this requirement, a disqualifying criminal history includes: any felony conviction or deferred adjudication within the past ten (10) years; any jailable misdemeanor conviction or deferred adjudication within the past five (5) years; any current felony or jailable misdemeanor deferred adjudication, probation or parole; or the requirement to register as a sex offender.

3.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding $100,000.00

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this contract that exceed $100,000.00. *Form is provided as Attachment E*

3.17 CONTRACTOR certifies that the individual or business entity named in this Agreement is not ineligible to receive the state funds or specified grant or payment under Section 231.006 of the Texas Family Code and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

3.18 Financial Reporting. Upon request, CONTRACTOR shall provide COUNTY copies of profit and loss statements, annual financial statements, audit reports, and other financial records and reports that may be requested by COUNTY. COUNTY shall have the right to conduct onsite review of CONTRACTOR'S financial records and source documents.

3.19 CONTRACTOR is hereby notified that state funds may be used to pay for services rendered to Travis County Juvenile Probation. For this reason, CONTRACTOR shall account separately for the receipt and expenditure of all funds received as payment under this Agreement, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds. Contractor agrees to provide County an independent financial audit of all state funds received under this Contract at least once a year. The audit shall be prepared in accordance with Generally Accepted Auditing Standards and any other audit requirements of County or TJJD.

3.20 Monitoring. COUNTY shall have the right to conduct periodic financial and programmatic monitoring of CONTRACTOR. CONTRACTOR agrees to cooperate fully with COUNTY'S monitoring activities.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.1.1	Not to exceed amount:	N/A-As needed Basis
4.1.2	Additional Fees:	None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

4.4 Invoicing. CONTRACTOR shall submit invoicing to COUNTY on a monthly basis and each invoice shall contain the name of each client served by CONTRACTOR, the type and date of service provided by CONTRACTOR, the total hours of service provided by CONTRACTOR, the fee assessed for each service provided by CONTRACTOR and the total amount of payment requested for each client. Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR. Original invoices shall be sent to:

Financial Services
2515 South Congress Avenue.
Austin, Texas 78704.

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR.

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CONTRACTOR to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until:

4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and
4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.10 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

4.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of

COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

4.12 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any client to CONTRACTOR for services under this Agreement and this Agreement shall not be so construed.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to services provided under this Agreement in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5. 3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR **will** become property of the COUNTY.

6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the Director with a copy to the Purchasing.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement. CONTRACTOR shall indemnify the COUNTY, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

7.7.2.1	Attachment A – Scope of Services
7.7.2.2	Attachment B – Fee Schedule
7.7.2.3	Attachment C – Insurance Requirements
7.7.2.4	Attachment D – Ethics Affidavit including:
	Exhibit 1 - List of Key Contracting Persons
7.7.2.5	Attachment E –Certification Regarding
	Debarment, Suspension, Ineligibility and Voluntary
	Exclusion for Covered Contracts

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

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

With copies to (registered or certified mail with return receipt is not required):

Estela Medina (or her successor)
Chief Juvenile Probation Officer
Travis County Juvenile Probation Department
P.O. Box 1748
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Communication by Hand
P.O. Box 9064
Austin, Texas 78766

(512) 467-1917

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The DIRECTOR or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

7.11 Dispute Resolution - Administration by Purchasing Agent. When the CONTRACTOR and/or COUNTY have been unable to successfully resolve any question or issue related to this COUNTY, the CONTRACTOR or COUNTY shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the CONTRACTOR's requested resolution of the dispute and any other relevant information which CONTRACTOR desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the COUNTY representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the CONTRACTOR does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Director within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will

issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Director. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.12 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, Contractor shall notify the Travis County Management representing this contract, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.14 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

7.19.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

7.19.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

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

7.20 Conflict of Interest Questionnaire: If required by Chapter 176, Texas Local Government Code, the Consultant shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Consultant shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Consultant shall submit an updated Questionnaire. The Consultant should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

7.21 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

Communication by Hand, LLC

By: Delia Mott Menzel, Owner
Name and Title (Printed)

Date: 2/1/13

Travis County

By: Samuel T. Biscoe
Travis County Judge

Date: _____

Approved as to Legal Form By: _____
Assistant County Attorney

Approved by Purchasing: _____
Cyd Grimes, C.P.M., CPPO Purchasing Agent

ATTACHMENT A
Scope of Services

CONTRACTOR, Communications By Hand, shall provide Interpreter Services for youth identified and referred by the Travis County Juvenile Probation Department, hereinafter "Department", as described below:

1. Youth will be identified and referred to CONTRACTOR by the Department

2. CONTRACTOR will provide properly qualified and legal certified sign language interpreters.

3. CONTRACTOR will communicate with the Department's designee regarding the appointment, times, expected length of services and location where the eservices will take place, for the duration of the case.

4. CONTRACTOR will maintain confidentiality of any and all juvenile-related issues, files and records of the case.

5. CONTRACTOR will participate in case-related meetings at the billable rate.

6. CONTRACTOR will invoice the Department on a monthly basis, using a form approved by the Department for services provided under the Scope of Services.

7. The Department will pay CONTRACTOR within thirty (30) days of receiving a complete and correct invoice from CONTRACTOR for the services provided.

8. CONTRACTOR agrees that interpreters providing services under this Scope of Services must subscribe to the Code of professional Conduct from the Registry of Interpreters for the Deaf and the Board of Evaluation for Interpreters.

ATTACHMENT B
FEE SCHEDULE

Terms, Rates & Policies

"DAY" Mon-Fri 7am-7pm urgent or scheduled:	**$55**/hr
"EVENING" Mon-Fri 7pm-Midnight (pre-scheduled):	**$70**/hr
"WKEND" Saturday & Sunday 7am-Mid (pre-scheduled):	**$70**/hr
"3rd shift" Sunday thru Saturday Mid –7a (prescheduled):	***$82***/hr
"BEEPER requests" (urgent, after-hour requests) Sat/Sun 24hrs & Mon-Fri 5pm-8a	**$78**/hr
"HOLIDAY" (scheduled or urgent) :	**$78**/hr, **$82**/hr (3rd shift)

1. **2 hour minimum**: Interpreters bill for their services based on a 2 hour minimum. This includes an hour of interpreting services + an hour of administrative time (See #2 below). This is an industry standard. After the 2 hour minimum, services are calculated to the next half hour increment.
2. **Administrative/Travel time**: "Admin" or travel time is billed at the scheduled rate for no more than one hour total, unless the assignment requires travel out of the Austin/Travis County area upon which extra travel time will be allowed to the interpreter. San Antonio, Luling, Waco & Giddings 1.5hrs ea way. Bastrop, Lockhart, Killeen, Smithville, Lampasas, Marble Falls & San Marcos 1hr travel ea way. Georgetown, Leander, Hutto, Kyle & Buda 45min travel each way.
3. **Cancellations**: When less than 24hrs (business hours) notice of cancellation is given, the scheduled & committed time/2hr min (whichever is greater) will be billed in full. THIS APPLIES TO CANCELLATIONS FOR ANY REASON – whether the Deaf calls to cancel/reschedule or it is due to an office reason. Cancellations received during business hours (Mon-Fri 8a-5p) with more than 24hrs notice will not be billed. This is an industry standard
4. **Beeper cancellations**: All beeper calls that are canceled while the interpreter is in route to an urgent /emergency request will be billed at the 2 hour minimum "beeper" rate. Calls canceled before the interpreter is in route will not be billed.
5. **No shows**: If your representative or the deaf consumer fails to appear for the assignment, the full scheduled time or the 2hr minimum (whichever is greater), will be billed at the scheduled rate.
6. **Team interpreters**: To prevent a career ending injury, most assignments lasting over 1 hour will require 2 interpreters. The interpreters will switch every 20-30 minutes and provide backup to each other. The parties involved shall mutually determine the need for a team of 2 or more interpreters. If mutual agreement cannot be made concerning the number of interpreters needed, no services will be provided. RATE ABOVE IS PER INTERPRETER. This, too, is an industry standard.
7. **Beeper/Emergency Services**: Medical, legal or communication needs that cannot wait for the next business day (unscheduled assignments Monday – Friday 5p-8a & 24hours Saturday & Sunday & Holidays) will be billed at "beeper" rates.
8. **Holidays**: All Travis County observed holidays will be billed at holiday rates.
9. This Term Sheet will govern our dealings until superceded by a more current Term Sheet or otherwise agreed by both of us in a writing we both have signed. Your booking an interpreter through CbH is your agreement to the provisions of this Term Sheet.

ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the **Contractor and to Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the **Contractor and Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

2. Employers' Liability limits are:

$500,000 bodily injury each accident
$500,000 bodily injury by disease
$500,000 policy limit

3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
   a. Waiver of Subrogation (Form 420304)
   b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
$500,000* per occurrence for coverage A and B with a
$1,000,000 policy aggregate

2. The Policy shall contain or be endorsed as follows:
   a. Blanket contractual liability for this Contract
   b. Independent Contractor Coverage

3. The Policy shall also include the following endorsements in favor of Travis County

4. a. Waiver of Subrogation (Form CG 2404)
   b. Thirty (30) day Notice of Cancellation (Form CG 0205)
   c. Travis County named as additional insured (Form CG 2010)

* **Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

$ 1,000,000 per occurrence with a
$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of $300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
   a. Waiver of Subrogation (Form TE 2046A)
   b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
   c. Travis County named as additional insured (Form TE 9901B)

† Alternative Insurance Requirement
If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of
$ 100,000/$300,000/$50,000
may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of $1,000,000 per claim /$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.

3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than $5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 2/1/13
Name of Affiant: Delia Mott Merritt
Title of Affiant: Owner
Business Name of Proponent: Communication by Hand
County of Proponent: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.

2. Affiant is fully aware of the facts stated in this affidavit.

3. Affiant can read the English language.

4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".

5. Affiant has personally read Exhibit "1" to this Affidavit.

6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Signature of Affiant

1802 W Koenig Ln. Austin TX 78756
Address

SUBSCRIBED AND SWORN TO before me by Delia Mott Merritt on 2/10, 2013

Irene Good

Notary Public, State of TX

Typed or printed name of notary Irene Good
My commission expires: 1/11/17

IRENE H. GOOD
Notary Public, State of Texas
My Commission Expires
January 11, 2017

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
October 9, 2012

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Julie Wheeler*	
Executive Assistant	Jacob Cottingham	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley*	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder*	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer	Tanya Acevedo	
Interim Chief Information Officer	Rod Brown	
Interim Chief Information Officer	Walter Lagrone	
Director, Records Mgment & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Vacant	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	

Director, Health Services Division	Beth Devery
Attorney, Health Services Division	Prema Gregerson
Purchasing Agent	Cyd Grimes, C.P.M., CPPO
Assistant Purchasing Agent	Marvin Brice, CPPB
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM
Purchasing Agent Assistant IV	CW Bruner, CTP
Purchasing Agent Assistant IV	Lee Perry
Purchasing Agent Assistant IV	Jason Walker
Purchasing Agent Assistant IV	Richard Villareal
Purchasing Agent Assistant IV	Patrick Strittmatter*
Purchasing Agent Assistant IV	Lori Clyde, CPPO, CPPB
Purchasing Agent Assistant IV	Scott Wilson, CPPB
Purchasing Agent Assistant IV	Jorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IV	Loren Breland, CPPB
Purchasing Agent Assistant IV	John E. Pena, CTPM
Purchasing Agent Assistant IV	Rosalinda Garcia
Purchasing Agent Assistant III	Shannon Pleasant, CTPM*
Purchasing Agent Assistant III	David Walch
Purchasing Agent Assistant III	Michael Long, CPPB
Purchasing Agent Assistant III	Nancy Barchus, CPPB
Purchasing Agent Assistant III	Jesse Herrera, CTP, CTPM, CTCM*
Purchasing Agent Assistant III	Vacant
Purchasing Agent Assistant III	Vacant
Purchasing Agent Assistant II	Jayne Rybak, CTP*
Purchasing Agent Assistant II	L. Wade Laursen*
Purchasing Agent Assistant II	Sam Francis*
HUB Coordinator	Sylvia Lopez
HUB Specialist	Betty Chapa
HUB Specialist	Jerome Guerrero
Purchasing Business Analyst	Scott Worthington
Purchasing Business Analyst	Jennifer Francis

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant IV	Diana Gonzalez	12/16/12
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M.	03/14/13
Attorney, Transactions Division	Tamara Armstrong	03/30/13
Executive Assistant	Lori Duarte	06/15/13
Chief Information Officer	Joe Harlow	07/31/13
County Auditor	Susan Spataro, CPA	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.	09/26/13

* - Identifies employees who have been in that position less than a year.

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

   Do you have or do you anticipate having subcontractors under this proposed contract? ____YES ____NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

☑ The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

☐ The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	Vendor I.D. or Social Security No.
Communication Systems, LLC	46-1814240
Signature of Authorized Representative	Date: 2/1/13
Printed/Typed Name & Title of Authorized Representative	

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: Cyd Grimes
Purchasing Agent

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

RE: New Contract: Communications by Hand
Interpreter Services

DATE: November 14, 2012

The Travis County Juvenile Probation Department is interested in entering into a contract with Communications by Hand, to provide Interpreter Services for youth identified and referred by the Travis County Juvenile Probation Department.

The following are the funding details for this contract:

Cost Center	**1450180001**
Product Code:	**82112000**
GL#:	**511850**

Included in this packet is a Scope of Services (Attachment A).

If you need additional information in order to proceed, please do not hesitate to contact Sylvia Mendoza, Financial Manager at 854-7008.

Cc: David Walch
Sylvia Mendoza
Barbara Swift
Emmitt Hayes
Chris Hubner

EPM:sm

Attachment A
Scope of Services

CONTRACTOR, Communications By Hand, shall provide Interpreter Services for youth identified and referred by the Travis County Juvenile Probation Department, hereinafter "Department", as described below:

1. Youth will be identified and referred to CONTRACTOR by the Department.

2. CONTRACTOR will provide properly qualified and legal certified sign language interpreters.

3. CONTRACTOR will communicate with the Department's designee regarding the appointment, times, expected length of services and location where the services will take place, for the duration of the case.

4. CONTRACTOR will maintain confidentiality of any and all juvenile-related issues, files and records of the case.

5. CONTRACTOR will participate in case-related meetings at the billable rate.

6. Department acknowledges and agrees that the Department will compensate CONTRACTOR at the rate of $55 per hour and one hour travel time at this same rate, a 2-hour minimum.

7. CONTRACTOR will invoice the Department on a monthly basis, using a form approved by the Department for services provided under this Scope of Services.

8. The Department will pay CONTRACTOR within thirty (30) days of receiving a complete and correct invoice from CONTRACTOR for the services provided.

9. CONTRACTOR agrees that interpreters providing services under this Scope of Services must subscribe to the Code of Professional Conduct from the Registry of Interpreters for the Deaf and the Board of Evaluation for Interpreters.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

MEMORANDUM

RECEIVED
NOV 01 2012
Chief Juvenile Probation Officer
Estela P. Medina

Approved
11/5/12
EM

To: Estela P. Medina
Chief Juvenile Probation Officer

Through: Barbara Swift
Deputy Chief Juvenile Probation Officer

From: Emmitt Hayes
Division Director Probation Services Department

Date: November 1, 2012

This memo is to request your approval to enter into a professional services contract with Communications By Hand to provide sign language interpreter services for youth under our supervision receiving treatment from our contract providers such as Dr. Carasco or others in the community. Travis County Services for the Deaf and Hard of Hearing provide interpreters here on the campus at no charge, however we are charged for interpreters they send offsite to interpret for third party providers. This contract will provide interpreter services for youth being treated by contract providers at a lower rate than we will be charged by the Travis County Services for the Deaf and Hard of Hearing.

Attachments: Scope of Services

Attachment A
Scope of Services

CONTRACTOR, Communications By Hand, shall provide Interpreter Services for youth identified and referred by the Travis County Juvenile Probation Department, hereinafter "Department", as described below:

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TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

MEMORANDUM

RECEIVED
NOV 01 2012
Chief Juvenile Probation Officer
Estela P. Medina

To: Estela P. Medina
Chief Juvenile Probation Officer

Through: Barbara
Barbara Swift
Deputy Chief Juvenile Probation Officer

Approved
11/5/12
EM

From:
Emmitt Hayes
Division Director Probation Services Department

Date: November 1, 2012

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Attachments: Scope of Services

RECEIVED
NOV 08 2012
Travis County
Division Director Emmitt Hayes

COPY

SYLVIA MENDOZA

From: Emmitt Hayes
Sent: Wednesday, November 14, 2012 10:09 AM
To: SYLVIA MENDOZA
Cc: Barbara Swift; Chris Hubner; Michael Williams
Subject: RE: Sign Language Interpreters

Yes, will do...Thanks

From: SYLVIA MENDOZA
Sent: Wednesday, November 14, 2012 10:08 AM
To: Emmitt Hayes
Cc: Barbara Swift; Chris Hubner; Michael Williams
Subject: RE: Sign Language Interpreters

So is the attachment the document that Chris reviewed? If so, and you all feel we are ready to move forward, please accept the changes on the document and send me a clean copy. I will prepare the transmittal letter for the Chief's signature and attach the SOS to it.

Thanks
SM

From: Emmitt Hayes
Sent: Wednesday, November 14, 2012 9:47 AM
To: SYLVIA MENDOZA
Cc: Barbara Swift
Subject: FW: Sign Language Interpreters

Sylvia
I got distracted yet again from this project...however, we should be good for services for November. Please provide me an expectation of when we may be able to move forward so I can contact TCDHHS to ensure we will be covered until the contract is in place. Thanks

---

From: Emmitt Hayes
Sent: Thursday, November 01, 2012 1:19 PM
To: Barbara Swift (Barbara.Swift@co.travis.tx.us)
Subject: FW: Sign Language Interpreters

Barbara
This is the last communication in this regard below...sorry as my intentions were to send this information to Sylvia but I do not see where I did...sorry

---

From: Chris Hubner
Sent: Thursday, October 18, 2012 2:03 PM
To: Emmitt Hayes
Cc: Barbara Swift
Subject: RE: Sign Language Interpreters

Emmitt,

Here are edits I've made to the scope of services you sent for Communications by Hand.

Let me know if you have any questions,

Chris Hubner

From: Emmitt Hayes
Sent: Wednesday, October 10, 2012 4:49 PM
To: Chris Hubner
Subject: FW: Sign Language Interpreters

Chris
Barbara asked me to check into alternatives. This is one of the vendors used by TCDHH services (wonder why they up charged us and want Admin fees). The $55 rate with an hour of travel is acceptable by Barbara so she asked if I would get with you to develop a scope of work as we moved to develop this relationship. Please review the limited draft I started, the email below. I will forward the information about Communications by hand to you. Thanks

---

From: Delia Mott Merritt [mailto:delia@cbhand.com]
Sent: Tuesday, October 09, 2012 4:52 PM
To: Emmitt Hayes
Subject: RE: Sign Language Interpreters

Hi Emmitt,

Higher level interpreters will be assigned for all of your departments requests – meaning level III or higher. We cannot guarantee level V only as there are only about 6 of them in town. If the sessions are only 1hr or less then it would be the day rate x 2hr minimum which includes the interpreter travel. The evening rate would begin for any requests going past the 7p hour. For example a 6-7p session would be billed:
530-7p = 1.5hr day rate $55
7-730p = .5hrs evening rate $70.

Hope this helps. Let me know if you have any other questions,

Delia | Owner | Communication by Hand
512.467.1917 Office | 512.419.1061 Fax | 512.227.4343 Urgent/Text

This email address is for confidential communication between Delia and mail recipient. It is not intended for requesting interpreting services! If you need to schedule an interpreter, please send it to our main email at terp@cbhand.com or call 512-467-1917.

Item 12

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, February 26, 2013
Prepared By/Phone Number: C.W. Bruner, 854-9760
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve twelve-month extension (Modification No. 25) to Contract No. 4400000009 (HTE Contract No. 02T00215OJ), Milliman USA, Inc., for actuarial services for the Travis County self-funded plan.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

  The contract is for actuarial services for the County self-funded plan. The contractor assesses the County's experience in the self-funded plans for the Preferred Provider Organization (PPO) and the Choice EPO (EPO). The Commissioners Court approved the award of this contract on June 18, 2002.

- This Modification No. 25 will approve the hourly rate set forth in Attachment F of the contract and will extend the contract for an additional twelve months, from April 1, 2013 through March 31, 2014.

- **Contract Modification Information:**
  Modification Amount: $80,000.00(Estimate)
  Modification Type: Bilateral
  Modification Period: April 1, 2013 through March 31, 2014

- **Funding Information:**
  ☐ SAP Shopping Cart # / Funds Reservation #: N/A
  ☐ Funding Account(s):
  ☒ Comments: Funding is processed at the time of requirement.

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.

Human Resources Management Department

1010 Lavaca #200 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9626 / FAX(512) 854-3128

November 5, 2012

MEMORANDUM

To: C.W Bruner, Purchasing

From: John Rabb Benefit Manger
Cindy Purinton- Benefit Administrator- transition
Shannon Steele Benefit Administrator

Department: Human Resources Management Department

Re: FY13 Milliman USA Actuarial Renewal

Contract #: 02T00215OJ- Actuarial Services for Self Funded Plan

Actuarial services for the Travis County Self Funded Plan have been performed satisfactorily by Milliman USA for the last contract period. It is the recommendation of Benefit Staff to extend this contract for a subsequent contract period from April 1, 2013 to March 31, 2014. This is a Professional Services contract and has been deemed exempt from the County Purchasing Act.

Funding # 111 006 8956 511 180

The following are the current staff and rates for Milliman for Travis County.

Consultant	Title	Rate
Allen, James	Analyst	$150
Attaway, Tom	Senior Actuary	$245
Bauerlein, John	Principal	$365
Berger, Corey	Senior Actuary	$245
Brace, Gary	Principal	$365
Choi, Jason	Actuary	$200
Davis, Zach	Associate Actuary	$150
Dong, Hailey	Associate Actuary	$150
Esslinger, Ryan	Analyst	$150
Flaks, Joe	Associate Actuary	$150
Fritzer, Jackie	Analyst	$150
Hayes, David	Senior Actuary	$245
Heintzelman, Joe	Associate Actuary	$150
Janke, Emily	Actuary	$200
Killian, Rachel	Senior Actuary	$245
Large, Andy	Actuary	$200
Leyton, Liz	Analyst	$150
Lorenz, Amanda	Analyst	$150
Mone, Bob	Senior Actuary	$245
Myers, Liz	Senior Actuary	$245
Reinstein, Josh	Actuary	$200
Sanders, Sabrena	Admin Support	$ 80
Santmyer, Dan	Senior Actuary	$245
Sgrosso, Greg	Associate Actuary	$150
St. John, Kathy	Admin Support	$ 80
Stone, Patrick	Analyst	$150
Swenson, Ryan	Senior Actuary	$245
Tate, Bob	Senior Actuary	$245
Troupe, Dayne	Analyst	$150
Troupe, Tanya	Analyst	$150
Weiner, Adrienne	Analyst	$150
White, Courtney	Principal	$365
Wille, Todd	Associate Actuary	$150
Wittmann, Sondra	Associate Actuary	$150
Wolf, Kory	Analyst	$150
Yip, David	Analyst	$150

Kathy Swanson
Health Practice Manager/Office Manager
945 E. Paces Ferry Rd. NE
Suite 2500
Atlanta, GA 30326-1362
Direct + 1 404 254 6755
Fax + 1 404 237 6984
kathy.swanson@milliman.com

MODIFICATION OF CONTRACT NUMBER: 02T00215OJ, Actuarial Services **PAGE 1 OF 2 PAGES**

(SAP Contract # 4400000009)

ISSUED BY:	PURCHASING AGENT ASST:	DATE PREPARED:
PURCHASING OFFICE 700 Lavaca Street 8th Floor AUSTIN, TX 78701	C.W. Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	**February 14, 2013**
ISSUED TO: 1000002741 Milliman, Inc. Attn: Mr. John Bauerlein 3424 Peachtree Road NE, Suite 1900 Atlanta, GA 30326-1123	MODIFICATION NO.: **25**	EXECUTED DATE OF ORIGINAL CONTRACT: **June 18, 2002**

ORIGINAL CONTRACT TERM DATES: **April 1, 2002 through March 31, 2003** CURRENT CONTRACT TERM DATES: **April 1, 2013 through March 31, 2014**

FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: $25,000 (NTE) Current Modified Amount: $80,000.00 (Estimate)

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

1.0 By this modification, County exercises its annual option under subsection 2.21 to extend this contract for an additional contract period of one year commencing on April 1, 2013 and ending on March 31, 2014.

2.0 The following is added to Section 5.0 INVOICING AND PAYMENT between 5.275 and 5.28:

5.276 In consideration of full performance of the services and activities referred to in 3.0 and 4.0 of this contract as stated before this modification and performed during and after this option period, County shall pay Contractor based on the time incurred to provide services at the fees stated in the Attachment F attached to Modification No. 24. The fees and expenses to be incurred during this additional contract year ending March 31, 2014 are estimated to be $80,000.

3.0 The following is added to Section 5.0 INVOICING AND PAYMENT between 5.285 and 5.3:

5.286 In consideration of full performance of the specific services and activities referred to in Paragraph 2.0 of Modification No. 2 and the general provisions in 3.0 and 4.0 of this contract as stated before this modification and performed during and after this option period, County shall pay Contractor based on the time incurred to provide services at the fees stated in the Attachment F attached to Modification No. 24. The fees and expenses to be incurred during this additional contract year ending March 31, 2014 are estimated to be $80,000.

4.0 All terms and conditions related to the services remain unchanged and in full force and effect.

5.0 EFFECTIVE DATE

5.1 The changes in this modification are effective April 1, 2013

Note to Vendor:

[X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

[ ] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____ ☐ DBA ☐ CORPORATION ☐ OTHER

BY: _____
SIGNATURE

BY: _____
PRINT NAME

TITLE: _____
ITS DULY AUTHORIZED AGENT

DATE:

TRAVIS COUNTY, TEXAS

BY: _____
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

DATE:

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

Attachment F
Current Staff and Applicable Rates for Milliman, Inc.

Staff may change during the year. Not all of the staff listed below will provide services to Travis County.

Consultant	Title	Rate
Allen, James	Analyst	$150
Attaway, Tom	Senior Actuary	$245
Bauerlein, John	Principal	$365
Berger, Corey	Senior Actuary	$245
Brace, Gary	Principal	$365
Choi, Jason	Actuary	$200
Davis, Zach	Associate Actuary	$150
Dong, Hailey	Associate Actuary	$150
Esslinger, Ryan	Analyst	$150
Flaks, Joe	Associate Actuary	$150
Fritzer, Jackie	Analyst	$150
Hayes, David	Senior Actuary	$245
Heintzelman, Joe	Associate Actuary	$150
Janke, Emily	Actuary	$200
Killian, Rachel	Senior Actuary	$245
Large, Andy	Actuary	$200
Leyton, Liz	Analyst	$150
Lorenz, Amanda	Analyst	$150
Mone, Bob	Senior Actuary	$245
Myers, Liz	Senior Actuary	$245
Reinstein, Josh	Actuary	$200
Sanders, Sabrena	Admin Support	$ 80
Santmyer, Dan	Senior Actuary	$245
Sgrosso, Greg	Associate Actuary	$150
St. John, Kathy	Admin Support	$ 80
Stone, Patrick	Analyst	$150
Swenson, Ryan	Senior Actuary	$245
Tate, Bob	Senior Actuary	$245
Troupe, Dayne	Analyst	$150
Troupe, Tanya	Analyst	$150
Weiner, Adrienne	Analyst	$150
White, Courtney	Principal	$365
Wille, Todd	Associate Actuary	$150
Wittmann, Sondra	Associate Actuary	$150
Wolf, Kory	Analyst	$150
Yip, David	Analyst	$150

Item 13

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2012
Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Consider and take appropriate action regarding a request to approve a contract with Meals on Wheels and More, Inc. funded with Community Block Grant funds available through HUD.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- The Owner Occupied Home Rehabilitation program is to improve the quality of housing stock in the CDBG area for low to moderate income owner occupied houses. Funded through this program are minor home repair services for low and moderate income homeowners in the unincorporated areas of Travis County and the Village of Webberville in order to move these homes towards Housing Quality Standards. Potential improvements include, but are not limited to: foundation repair, roofing, flooring, electrical, plumbing, accessibility modifications, connection of houses to long-term viable sources of water, weatherization, noise attenuation, septic tank repairs/installation, and other related engineering or designs for improvements.
- A 0% interest, forgivable 5 year loan up to $24,999 with no required annual or monthly payments is available, where the deferred loan is forgiven at a pro-rata rate of 20% for each year of home ownership. This program is to be administered by Travis County Health and Human Services (HHS) through a contractual relationship with the U.S. Department of Housing and Urban Development (HUD) as funded by a Community Development Block Grant (CDBG).

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.

- It is estimated that this program will assist approximately 41 households, for an estimated $1,068,000.00, however, that number could be higher or lower at project end.
- On October 26, 2012 the RFS was released, and on November 27, 2012 2 (two) proposals were received in response to the solicitation.
- Meals on Wheels and More, Inc. will be the single point of contact where they will receive and review program applications, prepare scopes of work, bid out construction, and facilitate warranty issues. Client files for all applicants will all be maintained by Meals on Wheels and More, Inc. In addition, Meals and Wheels and More, Inc. will provide marketing services for the program along with website materials, and assist with environmental work as needed.
- HHS is recommending a contract award to Meals on Wheels and More, Inc. for a not-to-exceed amount of $1,068,000.00, and Purchasing concurs with HHS's recommenation. In an effort to assist HHS in putting the County on track for timeliness of expended funds, at the time of submitting this agenda request pacakage, the original contracts are not included, as they are currently with Meals on Wheels and More, Inc. for review and signature, as well as the Funds Reservation for this contract has not been entered into SAP, but is anticipated to be entered by Febrauary 20, 2013. Should the signed originals not be returned to the County, nor a Funds Reservation entered into SAP in time for this requested meeting date, this item will need to be postponed.
- **Contract Expenditures:** Within the last N/A months $0.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

  Award Amount: $1,068,000.00
  Contract Type: Professional Services
  Contract Period: Through February 28, 2014.

- **Contract Modification Information: N/A**

  Modification Amount:
  Modification Type:
  Modification Period:

- **Solicitation-Related Information:**

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.

Solicitations Sent: 23 Responses Received: 2

HUB Information: Vendor is not a HUB % HUB Subcontractor: N/A

- **Special Contract Considerations:**

  ☐ Award has been protested; interested parties have been notified.
  ☐ Award is not to the lowest bidder; interested parties have been notified.
  ☐ Comments: N/A

- **Funding Information:**

  ☒ Shopping Cart/Funds Reservation in SAP: TBD
  ☒ Fund Center(s): TBD
  ☐ Comments:

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
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767

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

DATE: February 15, 2013

TO: Cyd V. Grimes, C.P.M., CPPO, Travis County Purchasing Agent

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

SUBJECT: Execution of the CDBG funded Owner Occupied Home Rehabilitation Program

Proposed Motion:

Consider and take appropriate action regarding a request to approve a contract with Meals on Wheels and More, Inc. funded with Community Block Grant funds available through HUD.

Background and Summary:

The Travis County Department of Health and Human Services has entered into a contractual relationship with the U.S. Department of Housing and Urban Development (HUD) to administer a Community Development Block Grant (CDGB) funded owner occupied home rehabilitation program. The Travis County CDBG Owner Occupied Home Rehabilitation Program's purpose is to improve the quality of housing stock in the CDBG service area for low to moderate income owner occupied houses. This project will fund minor home repair services for low and moderate income homeowners in the unincorporated areas of Travis County and the Village of Webberville, in order to move

homes towards Housing Quality Standards. The program seeks to improve the energy efficiency, physical living conditions, and/or safety in owner-occupied homes. A 0% interest, forgivable five-year loan up to $24,999, with no required annual or monthly payments, is available. The deferred loan is forgiven at a pro-rata rate of 20% for each year of home ownership. Examples of potential improvements include, but are not limited to: foundation repair, roofing, flooring, electrical, plumbing, accessibility modifications, connection of houses to long-term viable sources of water (not part of a stand-alone infrastructure project), weatherization, noise attenuation, septic tank repairs and installation, and related engineering or design for improvements. These funds are targeted toward homeowners at or below 80% MFI in the CDBG service area.

A Request for Services (RFS) was released on October 26, 2012 with a response date of November 27, 2012. Several agencies were provided information about this opportunity in addition to the RFS being posted on Bidsync. Five non-profit agencies and two contractors attended the pre-proposal conference on November 7, 2012, and two proposals were received in response to the County's RFS.

A four-member review committee convened on December 3, 2012 to review the proposal received in response to the County's RFS. The committee recommended that negotiations begin with the highest scorer, and on January 3, 2013, the Department sent its recommendation to the Purchasing Office to move forward with negotiations with the highest scorer.

Meals on Wheels and More, Inc. will be the single point of contact for the program, and will receive and review program applications, prepare scopes of work and bid out construction, facilitate warranty issues, and maintain client files for all applicants. Additionally, they will provide marketing, website materials, and assist with environmental work, as needed. Due to the amount of assistance per household, it is estimated that $1,068,000 will assist approximately 41 households; however, that number may be higher or lower at project end depending upon actual costs.

Recommendations:

Staff recommends approval of the contract to Meals and Wheels and More, Inc. to administer Travis County's CDBG Owner Occupied Homebuyer Assistance Program totaling $1,068,000. They are a highly qualified organization which has successfully implemented and completed these types of programs.

Issues and Opportunities:

Approval of the contract includes approval of the Specifications and Standards included in Attachment D of the contract which the County provides as part of the program. These standards and specifications provide guidance to the non-profit on construction standards.

All funds are anticipated to be expended by February 2014, with 50% expended by September 30, 2013, which would putt the County on track for timely spending of funds.

This project may generate program income in the future, which will allow the County to provide additional resources in support of affordable housing.

Fiscal Impact and Source of Funding:

$1,068,000 of funding is to be awarded from several program years. No matching General Funds are required.

Fund Reservation Number: To be provided by February 20, 2013

Cc: Nicki Riley, Travis County Auditor
Patti Smith, Chief Assistant County Auditor
Janice Cohoon, Financial Analyst Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Christopher Gilmore, Assistant County Attorney
Marvin G. Brice, CPPB, Assistant Purchasing Agent, Travis County Purchasing Office
Jason Walker, Purchasing Agent Assistant, Travis County Purchasing Office
Diana Ramirez, Analyst, Planning and Budget Office
Kendra Tolliver, TCHHS/VS, Finance Accountant
Christy Moffett, CDBG Planning Project Manager

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013
Prepared By/Phone Number: Scott Wilson/854-1182
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract Award for IBM Maintenance, Software Subscription, New Equipment and Upgrades, Support Line Services and On-Site Consulting Services, Contract NO. 4400001359, to the Sole Bidder, Mark III Systems, Inc.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes. This contract will provide new IBM equipment and upgrades, software subscription and on-site consulting services, along with hardware and software maintenance.

  On October 26, 2012, RFP NO. 1210-005-SW was issued through BidSync for IBM Maintenance, Software Subscription, New Equipment and Upgrades, Support Line Services and On-Site Consulting Services. One response was received on November 12, 2012. After evaluating the solicitation, Information Technology Services (ITS) recommends awarding a contract to the sole bidder, Mark III Systems, Inc.

- **Contract Expenditures:** Within the last 12 months $1,394,236 has been spent against this contract.

- **Contract-Related Information:**
  Award Amount: Estimated Requirements, as needed basis
  Contract Type: Annual
  Contract Period: February 26, 2013 through February 25, 2014 (with four (4) one-year renewal options)

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

- **Solicitation-Related Information:**

  Solicitations Sent: 37 Responses Received: 1

  HUB Information: N/A % HUB Subcontractor: N/A

- **Funding Information:**
  - ☒ SAP Shopping Cart #: Shopping Carts will be entered as needed
  - ☐ Funding Account(s):
  - ☐ Comments:

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

Evaluation Matrix for RFP # 1210-005-SW IBM Maintenance, Software Subscription, New Equipment & Upgrades, Support Line Servcies & On-Site Consulting Services

Mark III Systems

Criteria		Weighted Factor	Raw Score	Total Score
1.	**CRITERION ONE: Quality of Proposer Credentials:**	**30%**	**5**	**1.50**
	Performance History, References, Market Standing and Options Offered			
2.	**CRITERION TWO: Cost**	**30%**	**5**	**1.50**
	Total Package Cost			
	Per Hour Rate of Proposer's and Manufacturer's Technical Resources, Hardware, Software and Maintenance Discount %			
3.	**CRITERION THREE: Completeness of Proposal Relative to Requirements:**	**15%**	**4.5**	**0.68**
	Part I – General Requirements			
	Part II – Section A-Specific Requirements			
	Part II – Section B-Technical Requirements			
	Part II – Section C-Required Maintenance Items			
4.	**CRITERION FOUR: Methodology**	**15%**	**4.5**	**0.68**
	Completion Process			
	Quality Assurance Process			
	Delivery Schedule			
	Company Stability			
5.	**CRITERION FOUR: Customer Support**	**10%**	**5**	**0.50**
	Parts Availability			
	Maintenance Ability			
	Warranty Provisions - Period and Coverage			
	Contract Terms and Conditions			
	TOTAL SCORE	**100%**		**4.85**
	Evaluation Instructions: Each factor above is worth up to 5 points, whole numbers only. Evaluate each proposal against the criteria and assign points (1-5) for each factor, based on the following scale:			
	5 - Excellent 4 - Very Good 3 - Average / acceptable 2 - Fair 1 - Poor (e.g. 35% x 4 = 1.4)			

Signature Date



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES
700 Lavaca Suite 501A, P. O. Box 1748, Austin, TX 78767 (512) 854-4401

DATE: **February 19, 2013**

TO: **Cyd V. Grimes, C.P.M. – Travis County Purchasing Agent**

FROM: **Walter LaGrone, Information Technology Director**

SUBJ: **Recommendation for awarding RFP No. 1210-005-SW IBM Hardware, Software, Equipment Upgrades, Maintenance and Support Services to Mark III.**

Proposed Motion:
Approve recommendation for awarding RFP No. 1210-005-SW IBM Hardware, Software, Equipment Upgrades, Maintenance and Support Services to Mark III.

Summary and Staff Analysis:
For the past nine years, Mark III has been the Travis County IBM business partner for IBM services. This contract expires on February 28, 2013. The contract provides Travis County with the path to IBM to purchase annual maintenance, operating software, backup solutions, servers, and storage equipment that support Travis County operations. A bid notification for these services was posted and Mark III was the only bidder for this mission-critical contract.

ITS is recommending that Mark III be awarded RFP No. 1210-005-SW, which is a first-year guarantee contract with four option years that may be awarded subsequently. Mark III has been a reliable partner with both ITS and Travis County and we are confident that that relationship will continue.

Budgetary and Fiscal Impact:
The funding for this contract is included in the below listed line item account:

Maintenance	$ 694,236	1120040001 511550
Hardware	$ 1,700,000	1128000001 520050

Issues and Opportunities:
Keeping maintenance contracts for infrastructure equipment up-to-date allows Travis County to respond quickly in the resolution of unforeseen hardware/software malfunctions. Quick action on the repair of servers or storage equipment helps to prevent extended system outages that have an adverse impact upon County operations.

Background:
On an annual basis, Travis County enters into numerous maintenance agreements with major computer and telecommunications vendors to provide the necessary services and equipment to repair Travis County's mission critical computer systems, network equipment, and telecommunications equipment.

Required Authorizations:

LEGAL:	Tenley Aldredge, County Attorney's Office
PURCHASING:	Bonnie Floyd, Scott Wilson, Purchasing Office
BUDGET:	Katie Gipson, Planning and Budget Office

CC: Leslie Browder, County Executive for Planning and Budget
Tanya Acevedo, Rod Brown, Randy Lott, Bruni Cruz, ITS

Item 15

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013
Prepared By/Phone Number: Shannon Pleasant, CTPM 854-1181 / Marvin Brice, CPPB 854-9765
Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Consider and Take Appropriate Action to Approve and Ratify Interlocal Agreement No. 4400001362, Austin Travis County Integral Care, Child Therapist Services.

- **Purchasing Recommendation and Comments**

  Travis County HHS & VS is requesting approval and ratification of the Child Therapeutic Services Interlocal Agreement with Austin Travis County Integral Care (ATCIC). This agreement is a sub-contract to fund a Child Therapist position at ATCIC as part of the Parenting in Recovery (PIR) grant program.

  The PIR project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. The primary objective of the project is to keep families together while the parents receive an individualized set of interventions and supports that promote sustained recovery and independent functioning. The not to exceed amount for this agreement is $60,845.00 for the period February 1, 2013 through September 29, 2013.

  Due to the program needs of the grant project; the expectations to comply with the grant submission requirements; and the availability of a qualified applicant for the position, services were initiated on February 1, 2013 with an expectation that the contract would be fully executed and approved by end of February 2013. Therefore the contract includes specific ratification language to allow for services to begin on February 1, 2013.

ID # 8114

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

Attached is a “Draft” copy of the agreement. The original agreement is currently with ATCIC awaiting signature. Once it is signed, it will be submitted to the Court for signature.

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

- **Contract-Related Information:**
  Award Amount: $ 60,845
  Contract Type: Interlocal Agreement
  Contract Period: February 1, 2013 through September 29, 2013

- **Contract Modification Information: N/A**
  Modification Amount:
  Modification Type:
  Modification Period:

- **Solicitation-Related Information: N/A**

Solicitations Sent:	Responses Received:
HUB Information:	% HUB Subcontractor:

- **Special Contract Considerations: N/A**

☐ Award has been protested; interested parties have been notified.

☐ Award is not to the lowest bidder; interested parties have been notified.

☐ Comments:

- **Funding Information:**

☐ SAP Shopping Cart #:

☐ Funding Account(s):

☒ Comments: Funds Reservation #300000510

ID # 8114

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to agenda@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
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767

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

DATE: February 20, 2013

TO: Members of the Commissioners Court

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

SUBJECT: Approval and Ratification of Parenting in Recovery Grant Sub-contract to fund a Child Therapist position at Austin Travis County Integral Care

Proposed Motion:
Consider and take appropriate action to approve a $60,845 sub-contract to fund a Child Therapist position at Austin Travis County Integral Care as part of the Parenting in Recovery grant program.

Summary and Staff Recommendations:
For the past five years, Travis County Health and Human Services and Veterans Service (TCHHSVS) has served as the lead agency for a regional partnership (known as the Parenting in Recovery project) that includes Austin Recovery, Foundation Communities, the Texas Department of Family and Protective Services, Austin Travis County Integral Care (ATCIC), and the Travis County Family Drug Treatment Court.

The Parenting in Recovery (PIR) project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. The primary objective of the project is to keep families

together while the parents receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

The U.S. Dept. of Health and Human Services awarded an additional two years of funding for the PIR project in September 2012. This funding expands services to the children whose parents are enrolled in the PIR program. As part of the award, PIR will fund a sub-contract with ATCIC for a Child Therapist position which will complete assessments and develop individualized service plans that support the goals of increased emotional, developmental and social-emotional well-being of the children.

The Commissioners Court approved the PIR II extension grant that funds this contract on 11/6/12. In the grant award service description it was indicated that grant funded positions would be in place within 90 days of the award (December 2012). Due to the unique nature of a grant sub-recipient contract, the process to develop, review and execute the contract exceeded the 90 day period and was not available for Court agenda until 120 days (February 2013). Due to the program needs of the grant project; the expectations to comply with the grant submission requirements; and the availability of a qualified applicant for the position services were initiated on February 1st 2013 with an expectation that the contract would be fully executed and approved by end of February 2013. Therefore the contract includes specific ratification language to allow for services to begin on February 1st 2013.

TCHHSVS staff recommends approving the execution of this sub-contract.

Budgetary and Fiscal Impact:
The two-year extension of the PIR grant provides $500,000 each year. There is a match requirement of $214,286 in year one and of $269,231 in year two.

Issues and Opportunities:
Parental substance dependence is a key factor underlying the abuse or neglect experienced by many of the children entering foster care. The PIR project is designed to keep families together by providing treatment and support services. PIR has made significant accomplishments during the five years it has been in existence. The project has developed a strong and effective community collaboration. It has designed and implemented a continuum of services that reduce the risk factors associated with maternal drug dependence, and has increased the ability of mothers to safely care for their children.

Background:
The Administration on Children, Youth and Families within the U.S. Department of Health and Human Services provides grants for regional partnerships designed to enhance the safety of children who are in an out-of-home placement or are at risk of being put in an out-of-home placement due to a parent's or caretaker's methamphetamine or other substance dependence.

Cc: Andrea Colunga Bussey, Director, Office of Children's Services, TCHHSVS
Nicki Riley, Travis County Auditor

Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leslie Browder, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

SOCIAL SERVICES CONTRACT

BETWEEN

TRAVIS COUNTY

AND

AUSTIN TRAVIS COUNTY INTEGRAL CARE

FOR

CHILD THERAPEUTIC SERVICES

CONTRACT NO. 4400001362

DRAFT

TRAVIS COUNTY PURCHASING OFFICE

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DRAFT

**INTERLOCAL COOPERATION AGREEMENT FOR SOCIAL SERVICES
BETWEEN TRAVIS COUNTY AND
AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER FOR
SERVICES UNDER THE PARENTING IN RECOVERY GRANT**

I. PARTIES

This Interlocal Cooperation Agreement ("Contract") is entered into by the following Parties: Travis County, a political subdivision of Texas ("County") and Austin-Travis County Mental Health and Mental Retardation Center, d.b.a. Austin Travis County Integral Care ("Contractor"), the Mental Health and Mental Retardation Authority designated by the State of Texas for Travis County and the incorporated municipalities therein pursuant to TEXAS HEALTH AND SAFETY CODE, Chapters 531 and 534, and other applicable statutes.

II. RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.027, and other statutes); and provision of that care constitutes a public purpose.

County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes), and provision of those services constitutes a public purpose.

Travis County Health, Human Services and Veterans' Services has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

DRAFT

Contractor has been designated as the Mental Health and Mental Retardation Authority by the State of Texas for Travis County and the incorporated municipalities therein.

Contractor is committed to coordinating an integrated array of quality community-based services addressing the needs and requests of people whose lives are affected by mental disabilities, substance abuse, and children's developmental delays and emotional behavioral or social disabilities problems; and building on the inherent strengths of consumers, families, staff and community.

Contractor is also a major provider of mental health and mental retardation services, and is legislatively mandated to provide community-based services as defined in TEXAS HEALTH AND SAFETY CODE, Chapter 534, Subchapter B, Community Based Services.

County and Contractor are authorized to enter into an Interlocal Cooperation Agreement through the TEXAS CONSTITUTION, Article 3, Section 64, and "The Interlocal Cooperation Act," TEXAS GOVERNMENT CODE, Chapter 791.

Commissioners Court of County may exempt personal and professional services from complying with the competitive procurement process under TEX. LOCAL GOVERNMENT CODE ANN., § 262 et seq. and has issued or hereby issues such an order of exemption for the services provided under the terms of this Contract.

Pursuant to the terms of this Contract, Contractor will provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information, thus providing services which will further the achievement of a public purpose.

Funds provided under this Contract may be received pursuant to federal, state and/or local grant agreements and

services provided for those funds will be subject to the applicable terms of any such agreement.

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

III. DEFINITIONS

1.0 **In this Contract**,

1.1 "CAN" means the Community Action Network.

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

1.3 "Contract Funds" means all funds paid by County to Contractor pursuant to Section 13.0 and other applicable provisions of this Contract.

1.4 "Contract Term" means the Initial Term and/or any Renewal Term, or any other period of time designated in writing as a Contract Term by the Parties.

1.5 "County Auditor" means Nicki Riley, the Travis County Auditor, or her successor.

1.6 "County Department" means Travis County Health, Human Services and Veterans' Services.

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

DRAFT

1.8 "Current Revenue Funds" means County funds in the County treasury that are available in the current Fiscal Year if appropriated by Commissioners Court for purpose of funding this Contract.

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

1.10 "Eligible Client" means a person who is:

(a) a person in a particular program as designated by County who meets any specific eligibility criteria described herein.

AND

(b) a person who belongs to one or more of the following groups:

1.10.1 GROUP I - INDIGENT PUBLIC HEALTH CARE RECIPIENT. This group includes any individual who:

(a) Receives public Health Care services under the Indigent Health Care Act (HEALTH AND SAFETY CODE, CHAPTER 61); and

(b) Is a bona fide resident of Travis County, which is determined by the person's stated intention to remain in Travis County for an indefinite period; and

(c) has a household income below two hundred percent (200%) of the Poverty Income

Guidelines that are applicable to a household with the same number of persons as the household of the potential client or who meets other specific income guidelines set forth as applicable to a specific program identified in this Contract.

OR

1.10.2 GROUP II - INDIGENT SERVICES RECIPIENT. This group includes any individual who receives (or is documented by County to be qualified to receive) support through assistance programs or services in Travis County in response to needs related to indigence.

OR

1.10.3 GROUP III - PUBLIC HEALTH SERVICES RECIPIENT. This group includes any individual who, under the terms of this Contract, will receive services from Contractor related to Public Health Services (as defined herein), in Travis County.

1.11 "County Executive" means Sherri Fleming, County Executive of Travis County Health, Human Services and Veterans' Services Department, or her successor or designated representative.

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

1.13 "Grant Funds" means funds available which:

(a) [illegible]s their source a grant from federal, state or local government agency or non-profit organization; and

(b) have a [illegible]ified purpose, performance expectations, and financial standards that control expenditures; and

(c) have specific requirements for their use depending on whether the parties to a grant funded agreement are contractors, sub-contractors, recipients as determined by the original grant and accounting practices.

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

1.14.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal or equitable; or

1.14.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;

but does not include:

1.14.3 Any payments, receipts, loans or receipts of a loan which are less than $250.00 per calendar year in the aggregate; or

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

1.15 "Key Contracting Person" means any person or business listed in Exhibit A to the Ethics Affidavit

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attached to this Contract and marked Attachment D.

1.16 "Parties" and "Party" means the County and/or Contractor, as applicable.

1.17 "Poverty Income Guidelines" means the guidelines established by the United States Office of Health and Human Services for the current Fiscal Year of the federal government.

1.18 "Public Health Services" means:

1.18.1 personal health promotion and maintenance services
1.18.2 infectious disease control and prevention services
1.18.3 environmental and consumer health programs
1.18.4 public health education and information services
1.18.5 laboratory services
1.18.6 related administrative services
and/or those other services as described by applicable statute.

1.19 "Subcontract" means any agreement between Contractor and another party to fulfill, either directly or indirectly, any of the requirements of this Contract, in whole or in part.

1.20 "Subcontractor" means any party providing services required under this Contract to an Eligible Client or to Contractor under an agreement between Contractor and that party, including contractor(s), subcontractor(s), and other subrecipient(s) of Contractor, and any party or parties providing services for Contractor which will be paid for using Contract Funds committed by County to be paid to Contractor under this Contract.

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1.21 "Unduplicated Client" means one person client that is counted only once despite how many different services the client is receiving.

IV. GENERAL TERMS

2.0 CONTRACT TERM

2.1 **Initial Term**. The Parties acknowledge and agree that this Contract shall continue in full force for the Initial Term which begins February 1, 2013, and terminates September 29, 2013, unless earlier terminated by the Parties pursuant to the terms of this Contact.

2.2 **Renewal Term(s)**

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

2.2.2 Renewal Terms. Unless sooner terminated pursuant to the terms of this Contract, this Contract may be renewed under Section 2.2.1 by written agreement signed by County and Contractor for up to two (2) additional one-year periods, or for whatever time period agreed to in writing by County and Contractor. The exercise of any option to renew under this provision shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to Section 3.0 of this Contract to make any changes in those terms. Non-competitive renewal shall be based upon the Contractor's positive performance and County's continuing need for the services as determined by County.

3.0 AMENDMENTS

3.1 **Written**. Unless specifically provided otherwise in this Contract, any change to the terms of this Contract or any attachments to it shall be made in writing and signed by both Parties.

3.2 **Acknowledgments as to Amendments.**

3.2.1 Authority to Change. It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to change the terms of this Contract or any attachments to it unless expressly granted that authority by the Commissioners Court under a specific provision of this Contract or by separate action by the Commissioners Court. Verbal discussion or other indications of changes to this Contract will NOT be effective.

3.2.2 Non-Compliance. It is acknowledged by Contractor that any action taken by Contractor which does not comply with the terms of this Contract and which has not been approved under the terms of the Contract or written amendment thereto (pursuant to this Section 3.0) subjects Contractor to disallowance of payments related to such actions and possible termination of this Contract.

3.3 **Submission**. Contractor shall submit all requests for all changes, alterations, additions or deletions of the terms of this Contract or any attachment to it to the Travis County Purchasing Agent with a copy to the County Executive. Upon agreement by the County Department, the request will be presented by the Purchasing Agent to the Commissioners Court for consideration.

4.0 ENTIRE AGREEMENT

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

4.2 **Attachments**. The attachments enumerated and denominated below are hereby made a part of this Contract, and constitute promised performances by Contractor in accordance with all terms of this Contract.

4.2.1	Attachment A	Work Statement and Budget
4.2.2	Attachment B	Financial Forms
		(i) Compliance Certification Form
		(ii) Payment Request Form
		(iii) Expenditure Report Form
		(iv) Budget Revisions Request Form
		(v) Out of Town Travel Form
4.2.3	Attachment C	Insurance Requirements
4.2.4	Attachment D	Ethics Affidavit
4.2.5	Attachment E	PIR Grant Assurances and Acknowledgements
4.2. 6	Attachment F	PIR Grant Application and Grant Award

4.3 **Contractor Communication**.

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

4.3.2 Contract Issues. At any time that Contractor has an issue, problem, dispute, or other

question ("issue") concerning this Contract, Contractor may first contact County through County Department/County Executive. Contractor shall provide written notice of the issue to County Department/County Executive, with such written notice including a specific written description of the issue as well as the Contractor's desired resolution of the issue. Contractor and County will make a good faith effort to resolve the issue to their mutual satisfaction in a timely manner. It is understood and agreed that any resolution of the issue which necessitates a change in any term or condition of this Contract, including a waiver of any term or condition, shall be handled only as a written amendment pursuant to Section 3.0 of this Contract.

4.4 **Miscellaneous Provisions.**

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

4.4.2 Authority to Obligate County. It is acknowledged by Contractor that no officer, agent, employee or representative of County other than the Commissioners Court has any authority to sign any document or make any type of agreement obligating County unless expressly granted that authority by the Commissioners Court under a specific provision of this Contract or by separate action by the Commissioners Court. Verbal discussion or other indications of changes to this Contract will NOT be effective

V. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

5.0 CONTRACTOR PERFORMANCE

5.1 **Services and Activities.**

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5.1.1 Requirements. During the Contract Term, Contractor shall perform, in a satisfactory manner as determined by County through County Department, services and activities in accordance with the terms of Attachment A, "Work Statement and Budget" and with all other terms and conditions stated in this Contract. Under this Contract, the Parties acknowledge and agree that Contractor will receive funds from federal, state and/or local grant(s) and, pursuant to the grantor's terms, will provide only those goods and services necessary to achieve the grant's purpose when expending or being paid by grant funds.

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

(a) Withholding of payments to Contractor under the Contract until Contractor complies with the term of the Contract:

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

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

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

5.1.4 Grant Activities. The Parties understand and agree that the Contract Funds for this Contract are grant funds from the County's Parenting in Recovery Grant ("PIR Grant," or "Grant"), and Contractor agrees as follows:

(i) Performance Requirements. Contractor agrees to perform all grant activities pursuant to the requirements of the Grant document attached to this Contract as Attachment F .

(ii) State and Federal Grant Requirements. Contractor also agrees to comply with all applicable state and federal Grant requirements, including Office of Management and Budget (OMB) Circulars A-87, A-102, A-110, A-122, A-133, and Texas' Uniform Grant Management Standards.

(iii) Subcontractor Requirements. Contractor will ensure that all providers of services under this Contract receiving Grant funds for Grant services provided under this Contract and managed by Contractor are contractually required to meet all applicable state and federal Grant requirements, as well as applicable terms and performance requirements of the Grant. Contractor will be responsible for timely identification of any potential sub-recipients as defined by the Grant, specifically OMB A-133, and applicable state and federal requirements and will notify County of any such potential sub-recipients prior to contracting for Grant services in order to secure County approval of such sub-recipient and to establish an appropriate advance agreement on the terms and conditions of the sub-award.

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

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

1. Grant
2. Contract

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

5.2 **Policies**.

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

5.2.2 Grievance Policies.

a. Procedure. Contractor and all Subcontractors shall have in place an appropriate written grievance review procedure to receive and resolve complaints against Contractor, and shall provide the County Department with a copy of such procedure immediately upon request by County. Included in the procedure will be the obligation of Contractor to make timely written communication to the County Department regarding potential quality or utilization issues evidenced in any grievance and thus identified and referred to Contractor for action and resolution; and Contractor hereby agrees to make such timely communications to County.

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

5.2.3 Internal Control.

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

b. Documentation. Contractor's internal control systems and all transactions and other significant events must be clearly documented and documentation made readily available for monitoring by County.

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c. System Failure. County may withhold payment and immediately suspend Contractor's performance of this Contract if County identifies possible instances of fraud, abuse, waste, fiscal mismanagement or other serious deficiencies in Contractor's performance. Suspension shall be a temporary measure pending either corrective action by Contractor or a decision by County to terminate this Contract. Contractor shall fully cooperate with County's efforts to detect, investigate and prevent waste, fraud and abuse with respect to this Contract, and shall immediately notify County of any identified instances of waste, fraud or abuse.

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

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

5.3 **Directors' Meetings**. Contractor shall keep on file copies of notices of Directors' Meetings, Board Meetings, or Subcommittee or Advisory Board meetings and copies of minutes from those meetings. Upon request by County, copies of any of the above shall be provided to County Department.

5.4 **Forms**

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

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

5.5 **Ownership of Property**.

5.5.1 Capital Acquisition Property ("Property"). For purposes of this Contract, "Capital Acquisition Property" (or "Property") shall be considered to be any tangible, non-expendable property purchased with Contract funds.

5.5.2 Title.

(a) Grant Funds Purchases. To the extent that Grant Funds are used to purchase any Property, title to such Property shall vest in Contractor if permitted under Title 28 C.F.R., Sections 66.32 and 66.33 ("Title 28"). Otherwise, title to such Property shall vest as prescribed in this Section 5.5.

(b) Non-Grant Funds Purchases. If property is not covered by Title 28, and if Contract Funds are used to purchase such Property, title to such property shall vest in Contractor subject to the applicable requirements of this Subsection 5.5.

5.5.3 Notice. Written notification must be given to the County Purchasing Agent pursuant to the "Notice" provision of this Contract within five (5) calendar days of delivery of Capital Acquisition Property, and County will then effect identification and recording of such Property for inventory purposes; and, written notification must be given to the County Purchasing Agent within five (5) calendar days of any change in the status of such Property related to the terms of this Section 5.5. The Contractor shall maintain adequate accountability and control over such Property, shall maintain adequate Property records, and shall perform an annual inventory to be reported to the County Purchasing Agent no later than September 30 of each year in which Contract Funds are received, and for up to two years after the termination of this Contract as required under Section 5.5.6. Records and reports shall contain the necessary information and documentation to support compliance with this Section 5.5.

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

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

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

5.5.7 Applicability. The limitations of this Subsection 5.5 shall not apply to Property which is not covered by Title 28 and was purchased by Contractor at least twenty-four months prior. Title to Property covered by this Section 5.5.7 shall vest in Contractor free and clear of any obligations to County.

5.5.8 Trade or Sale. If Contractor uses Property subject to Section 28 C.F.R. and purchased with Contract Funds as a trade-in or sells such Property, the proceeds shall either be used to purchase replacement Property subject to 28 C.F.R., Section 66.32 or handled in accordance with applicable provisions of 28 C.F.R., Part 66. Contractor shall notify the Purchasing Agent of such disposition and, as applicable, the identity of the new Property. All requirements of this Subsection 5.5 shall attach to such replacement Property. For Property that is not covered by either Title 28 or Section 5.5.7 of this Contract, the proceeds shall be used either to purchase replacement Property for a similar use or returned to County through the Purchasing Agent.

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5.5.9 Certification. Contractor (through its Executive Director or other authorized signatory) shall provide annual written and signed notice to the Purchasing Agent regarding all Property and certifying the continued use of such Property in compliance with this Section 5.5. This Certification shall be included with the annual inventory provided under Section 5.5.3.

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

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

5.6 **Maintenance of Funds.** The Contractor shall deposit and maintain all monies received under this Contract in either a separate numbered bank account or in a general operating account, either of which shall be supported with the maintenance of a separate accounting fund or a general fund with a specific chart of accounts which reflect and identifies revenues and expenditures for the monies received under this Contract from County. Contractor agrees to provide County with copies of specific chart(s) of account(s) maintained under this Section 5.6 upon request of County.

5.7 **Long-Term Strategic Planning.** Contractor agrees to participate to the extent possible in any long-

term strategic planning process when requested by County.

5.8 **Insurance**.

5.8.1 Requirements. Contractor shall have, and shall require all Subcontractors providing services under this Contract to have, Standard Insurance sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards as set forth in Attachment C, "Insurance Requirements." Depending on services provided by Contractor and/or Subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in Attachment C, "Insurance Requirements," may be imposed.

5.8.2 No Liability Limitation. Contractor shall submit to the County Purchasing Agent Certificates of Insurance no later than ten (10) working days after execution of this Contract by the Parties. Contractor shall not begin providing services under this Contract until the required insurance is obtained and until such insurance certificate has been received by the County Purchasing Agent. Acceptance of insurance by County shall not relieve or decrease the liability of Contractor with regard to its responsibilities under this Contract and shall not be construed to be a limitation of liability. Contractor shall provide new Certificates of Insurance within ten (10) working days of any Renewal Term of this Contract under the terms of this Section 5.8.2.

5.8.3 Review and Adjustment. County reserves the right to review the insurance requirements set forth in this Contract during the effective period of this Contract and to make reasonable adjustments to insurance coverages, limits and exclusions when deemed necessary and prudent by County based on changes in statutory law, court decisions, the claims history of the industry or financial conditions of the insurance company or [illegible] Contractor shall not cause or allow any insurance to be cancelled nor allow any insurance to lapse during the Contract term.

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5.9 **Indemnification and Claims.**

5.9.1 **INDEMNIFICATION. To the extent provided by the Constitution and the laws of the State of Texas, and without waiving any governmental immunity or other protection afforded to Contractor thereunder, Contractor agrees to and shall indemnify and hold harmless County, its officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, for any act or omission by Contractor, or for damage to any property, arising out of or in connection with the work done by Contractor under this Contract, whether such injuries, death or damages are caused by Contractor's sole negligence or the joint negligence of Contractor and any other third party.**

5.9.2 Claims Notification. If Contractor receives notice or becomes aware of any claim, or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against Contractor or County, Contractor shall give written notice to County Department of: the claim, or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 23.0 of this Contract. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions.

5.10 **Materials and Publications.** All published material and written reports submitted under this Contract must be originally developed material unless otherwise specifically provided in this Contract. When material not originally developed is included in a report, it shall have the source identified. This identification may be placed in the body of the report or included by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format. Contractor and any Subcontractor, as appropriate, must comply with the applicable standard patent rights clauses in 37 Code of Federal Regulations Section 401.14 or Federal Acquisition Regulations 52.227.1.

5.11 **Rights, Copyrights, Patents, and Licenses.**

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

5.11.2 Copyright. If Contractor is not a college or university with the statutory authority to hold a copyright, all work performed pursuant to the terms of this Contract that results in the production of original books, manuals, films, or other original material is the exclusive property of County. All right, title, and interest in and to said property shall vest in County upon creation. All work performed shall be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in County or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to County. County shall have the right to obtain, hold in its own name any and all patents, copyrights, trademarks, service marks, certification marks, collective mark registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor agrees to give County and agrees to require its Subcontractors to give County, or any person designated by County, all assistance reasonably required to perfect the rights defined in this provision, without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.

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5.11.3 Adherence and Indemnification. Contractor warrants and agrees that all applicable copyrights, patents, and licenses which may exist on materials used in this Contract have been adhered to by Contractor; and that County shall not be liable for any infringement of those rights; and any rights granted to County shall apply for the duration of this Contract.

5.11.4 License to Use. The Parties hereby grant to each other an irrevocable, non-exclusive, non-transferable and royalty-free license to use, reproduce, publish, revise, make disposition of, prepare derivative works, distribute to the public, to perform, and to display publicly, for or on behalf of either Party according to law, any material (including software) that may be developed as part of the work under this Contract.

5.11.5

(a) Copyrights, Patents, Rights – Grant Funds. The Grant awarding agency reserves a royalty-free nonexclusive, and irrevocable license to reproduce, publish or otherwise use and authorize others to use, for Federal Government purposes, the following:

- The copyright in any work developed under an award or subaward; and
- Any rights of copyright to which County or Contractor purchases ownership with Grant support.

(b) Inventions and Discoveries – Grant Funds.

(i) If Contractor produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the Grant Funds, such facts must be promptly and fully reported to the Grant awarding agency.

(ii) Unless there is a prior agreement between the County and the Grant awarding agency on the disposition of such items, the Grant awarding agency may determine whether protection on the invention or discovery will be sought.

(iii) The Grant awarding agency will also determine how rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies," dated August 23, 1971, and statement of Government patent policy, as printed in 36 Federal Register 16839). Government regulations have been issued in Title 37 CFR Part 401 by the U.S. Department of Commerce.

5.12 **Miscellaneous Responsibilities.**

5.12.1 Change in Identity. Contractor shall notify the County Purchasing Agent and TCHHSVS immediately in writing, and in advance where possible, of any significant change affecting the Contractor, including change of Contractor's name or identity, ownership or control, payee identification number and other. Failure to provide such information in a timely manner may delay payment under this Contract or result in other action by County regarding Contractor's status under this Contract.

5.12.2 Employee Offenses.

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(i) Client Contact. Contractor agrees that no Employee ("Employee" being defined under this Section 5.12.2 as including volunteers or other persons working under the direction of Contractor in the provision of services under this Contract in a manner which involves direct Client contact) shall provide services in a manner which involves direct Client contact if that Employee has been convicted of having committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the TEXAS PENAL CODE.

(ii) Procedure. Contractor agrees to have in place a written policy and procedures for verifying the criminal history and any current criminal indictment involving the offenses listed in this Section 5.12 2 of any Employee having direct contact with County clients, and shall maintain evidence of having processed all Employees through such procedure. Such policy and procedure must also address the evaluation and monitoring of Employees convicted of an offense under the TEXAS CONTROLLED SUBSTANCES ACT, but does not have to prohibit direct Client contact where Contractor determines, and documents the grounds for such determination, that such contact would pose no risk to the Eligible Client. Contractor shall also have in place a procedure for addressing the work of any employee alleged to have committed an offense listed under this section in a manner which will afford reasonable protection to Eligible Clients until such allegation is resolved.

(iii) Waiver. In any circumstance under which Contractor believes that specific fact situations warrant a waiver of the requirements of this Subsection 5.12.2, in whole or in part, Contractor may present the details of such circumstance in writing to County, through the County Executive, for a determination as to such request for waiver.

5.12.3 Offense Report. Contractor shall promptly report any suspected case of abuse, neglect or

exploitation to the appropriate office(s) as required by the TEXAS FAMILY CODE, Chapter 261 or other applicable law. All reports must be made within 24 hours of the discovery of the abuse or neglect.

5.12.4 Qualifications. If specific qualifications are set forth in job descriptions required by County, or attached to any position related to providing of services under this Contract, only personnel with the required qualifications will be assigned to fill functions unless a written waiver is granted by the County.

6.0 ACKNOWLEDGMENTS, WARRANTS, AND ASSURANCES

6.1 **Eligible Client Warranty**. Contractor acknowledges and agrees that County is only authorized by law to provide certain services, and that the provision of those services must meet a public purpose as determined by County. Contractor warrants that it will spend Contract Funds solely for the provision of such authorized services in furtherance of such public purpose.

6.2 **Accurate Information**. Contractor warrants that all reports, data and information submitted to County will be accurate, reliable and verifiable. Approval by County of such shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its employees, agents, or associates.

6.3 **No Duplication**. Contractor acknowledges and agrees that Contractor will report and receive payment for each service provided hereunder solely from Contract Funds pursuant to the terms of this Contract; and that there will be no duplicate payments from other sources for the same services paid for by Contract Funds. Contractor will also ensure that this provision and prohibition of duplicate payment for services be included in any Subcontracts.

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

6.5 **Maintenance of Effort**. Contractor acknowledges and agrees that Contract Funds may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to or provided through Contractor had this Contract never been executed.

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

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

6.9 **Debarment, Suspension and Other Responsibility Matters**. Certification under this Section 6.9 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." Contractor, by signing this Contract, hereby certifies that, to the best of its knowledge and belief, it and its principles:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency.

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

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

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

Where Contractor is unable to certify to any of the statements in this Section 6.9, Contractor shall provide an explanation of such inability prior to the effective date of this Contract for County's consideration and evaluation with the understanding that such may result in termination of this Contract by County.

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7.0 COMPLIANCE

7.1 **Federal, State and Local Laws.** Contractor shall provide all services and activities performed under the terms of this Contract in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Contract including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] ("ADA"), Chapter 73, TEXAS ADMINISTRATIVE CODE, HEALTH AND SAFETY CODE, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV); Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Standards adopted to implement HIPAA at 45 CFR Parts 160 and 164, at Section 164.512, and Occupations Code, Chapter 159, at Sections 159.003 and 159.004; Contractor shall not discriminate against any employee, applicant for employment, or Eligible Client based on race, religion, color, gender, national origin, age or handicapped condition. In performance of all Contract services and activities, Contractor will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U.S. Department of Health and Human Services and the Texas Department of Health.

7.2 **Confidentiality.**

7.2.1 Method. Contractor shall establish a method to secure the confidentiality of records and other information relating to Eligible Clients in accordance with the applicable Federal laws, rules and regulations, the applicable State and local laws, rules, and regulations and applicable professional ethical standards. This provision shall not be construed as limiting the right of access to Eligible Client information.

7.2.2 Limited Access. Prior to a scheduled monitoring or audit, Contractor agrees to submit to County, through TCHHSVS, in writing, any relevant requirement precluding County's access to Eligible

Client information including the correct citation of the legal authority on which Contractor relies to support its claim that County is prohibited from access to the client information.

7.2.3 Masking. Upon authorization from County, through TCHHSVS, to render client files anonymous, Contractor agrees to mask information identifying clients in a way that will not obstruct County's monitoring and evaluative duties in any way.

7.2.4 Collaboration. If applicable, Contractor shall execute and have on file copies of memorandums of understanding or other agreements with other governmental entities within Travis County and/or the City of Austin with whom Contractor will be sharing or obtaining participant information related to enrollment. These agreements will indicate the intent to assist Contractor in obtaining accurate information; to ensure that other emergency assistance available has been provided; and to perform all such activities within the limits of confidentiality as prescribed by law and applicable policies.

7.2.5 Privacy. Contractor shall, and shall ensure that all Subcontractors, comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain protected health information, or other information made confidential by law, and shall maintain patient and client records in compliance with state laws relating to the security and retention of medical or patient records. Contractor shall, and shall ensure that its Subcontractors, maintain all medical records in accordance with all applicable statutes and regulations governing medical information.

7.3 **Certification of Software, Hardware, Firmware and Micro code Products**. Contractor certifies that any supplied or supported software, hardware, firmware and micro code products used individually or together as a system to comply with Contract requirements shall operate accurately in the manner in which they were intended when given a valid date cont[illegible]tury, y[illegible], mon[illegible]nd day.

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8.0 RETENTION AND ACC[illegible]SS[illegible]ILITY [illegible]F CLIE[illegible]T & [illegible]ISCA[illegible]RECORDS

8.1 **Retentio[illegible]of Reco[illegible]s**

8.1.1 Time Requirement. Contractor shall create and maintain all records and reports required and/or created relevant to performance under this Contract, including but not limited to those specifically set out in this Section 8.0, until all evaluations, audits and other reviews have been completed and all questions or issues (including litigation) arising from those evaluations, audits and reviews are resolved satisfactorily to County, or three (3) years after the end of the final Contract period, whichever occurs later.

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

8.2 **Client Records**.

8.2.1 Maintenance. Contractor shall create and maintain all records regarding Eligible Clients that include the information on which Contractor relies to determine the Client's eligibility, all records and reports necessary, as determined by County, to evaluate the effectiveness of the services provided under this Contract (including, at a minimum, the services provided, the cost of providing services, and follow-up information about the effect of the services on the Eligible Client as shown by selected indicators), and all records related to performance under this Contract. Contractor shall maintain all medical records in accordance with all applicable statutes and regulations governing medical information.

8.2.2 Unduplicated Client Records. Contractor shall maintain records for those Eligible Clients

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

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

Each Unduplicated Client reported in the Performance Report for designated programs shall correspond to a separate client record and support the services rendered to that Unduplicated Client.

8.3 **One-Time Services**. In addition to those records required under Section 8.2, Contractor shall create and retain records indicating the number of recipients of one time services Contractor provides hereunder, such as information and referral services, group education services, outreach education, crisis/help lines, anonymous services, provision of food, clothing and one-time basic needs services. An individual Unduplicated Client record for these recipients is not required. Such Eligible Client records will be maintained by Contractor upon County's request.

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8.4 **Fiscal Records**. Contractor shall create and maintain all fiscal necessary records and documentation for all expenditures pertaining to this Contract in accordance with Generally Accepted Accounting Principles (GAAP) or with Other Comprehensive Basis of Accounting (OCBOA) consistent with state law; and such records shall be kept in a readily available state and location until a financial audit in conformance with generally accepted auditing standards is completed and all questions arising from it are resolved satisfactorily or three (3) years after the end of the Contract period, whichever occurs later.

8.5 **Access**. Contractor shall give County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Contractor pertaining to this Contract at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are required to be retained by Contractor, and for any additional time period that the records are retained by Contractor.

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

8.7 **Rights to Materials.** Subject to Sections 5.10 and 5.11, all reports, charts, schedules, records, or other appended documentation of Contractor which is related to this Contract, and any responses, inquiries, correspondence and related material submitted by Contractor to County or created by Contractor under this document are the property of County.

9.0 REPORTING REQUIREMENTS

9.1 **Performance Reports**. Contractor shall submit data in accordance with the terms of Attachment A,

"Work Statement and Budget," in Monthly Performance Reports to be delivered to TCHHSVS as required by County within fifteen (15) days after the end of the month to which the report relates. This monthly Performance Report will be submitted to Laura Peveto, TCHHSVS, P. O. Box 1748, Austin, Texas 78767, or by scanned document to Laura.Peveto@co.travis.tx.us.

9.2 **Reimbursement Reports**. Pursuant to Section 13.2.1, Contractor shall deliver to TCHHSVS reports that provide all of the information requested in the Request For Payment and Expenditure report, as required by County within twenty (20) days after the end of the month to which the report relates. If Contractor fails to provide this information to County in a complete and correct form and in a timely manner as set forth in this Contract, such failure may impact the timing of payment by County under Section 13.0.

9.3 **Match Data.** Pursuant to Section 13.2.1, Contractor shall deliver to TCHHSVS reports that provide all of the information requested for match data, as reasonably required by County, within twenty (20) days after the end of the month to which the report relates. If Contractor fails to provide this information to County in a complete and correct form and in a timely manner as set forth in this Contract, such failure may impact the timing of payment by County under Section 13.0.

9.4 **Final Close-Out Report**. Contractor shall deliver a close-out report as required by TCHHSVS no later than sixty (60) calendar days following the termination of any Contract Term (Initial and/or Renewal).

9.5 **Other Funding Sources**. Upon request by County, Contractor shall provide County, through TCHHSVS, copies of all evaluation and monitoring reports provided to Contractor from other funding sources listed under "Summary of Agency Revenue Sources" during the Contract Term. Contractor shall report to TCHHSVS any changes in total funding received from other funding sources of 10% or more of Contractor's entire budget as well as any changes in total program funding that will significantly impact Contractor's ability to meet performance measures specific to this Contract. Such report shall be made within twenty (20) working days after receipt of the notice of that change by submission of a revised "Program Funding Summary" Form or other form as designated by County Department.

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9.6 **Financial Reports**. Upon request by County, Contractor shall deliver to TCHHSVS copies of all of Contractor's financial reports that have been approved by Contractor's Board of Trustees, to include the Contractor's Year-to-Date Balance sheet and income statement.

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

9.8 **Changes in Reports**. Contractor shall provide TCHHSVS with written reports of any changes in any of the information, reports, and/or records provided to County pursuant to this Contract promptly upon Contractor becoming aware of any such change.

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

9.10 **Legal Prohibition**. If Contractor is legally prohibited from providing any required or requested reports, it shall immediately notify County, through TCHHSVS, in writing of this fact immediately upon Contractor becoming aware of it. Such notice shall include specific identification of the basis of the prohibition, including statutory citations as applicable, and shall be reviewed by County for final resolution.

10.0 ASSIGNMENT FOR TAXES. Notwithstanding anything to the contrary contained in this Contract, if Contractor is delinquent in the payment of property taxes, or of any taxes due to Travis County, at any time of invoicing for payment, Contractor hereby assigns any payment and/or advance to be made for services and activities provided to Eligible Clients under this Contract to the Travis County Tax Assessor-Collector for payment of delinquent taxes, and authorizes County to transfer those funds directly to the Travis County Tax Assessor-Collector.

VI. RESPONSIBILITIES AND OBLIGATIONS OF COUNTY

11.0 LIMITATIONS

11.1 **County Approval**.

11.1.1 County's Satisfaction. Section 13.2 notwithstanding, the Parties expressly acknowledge and agree that County shall not be responsible for the costs of any services provided under this Contract that are not fully performed according to the terms of this Contract to County's satisfaction and with County's approval, which shall not be unreasonably withheld.

11.1.2 Responsibility and Liability. Approval of County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its employees, agents, or associates.

11.2 **Prior Debts**. County shall not be liable for costs incurred or performances rendered by Contractor before or after the Contract Term; for expenses not billed to County within the applicable time frames set forth in this Contract; or for any payment for services or activities not provided pursuant to the terms of this Contract.

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12.0 COUNTY OBLIGATIONS.

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

12.2 **Poverty Income Guidelines**. County, through County Department, shall notify Contractor of any changes in the Poverty Income Guidelines that occur during the Contract Term.

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

12.4 **Immunity or Defense**. It is expressly understood and agreed by all Parties that, neither the execution of this Contract, nor any conduct of any representative of either Party relating to this Contract, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to such Party against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

12.5 **County Training**. In exchange for and in the furtherance of certain services which may be provided by Contractor, County may, in certain instances, within applicable County guidelines and policies, and with

Contractor's agreement, offer specific training to Contractor and/or Contractor's employees, agents, or authorized representatives. Additional Contractor opportunities may be made contingent upon the successful completion of such training by County to the extent determined necessary by County.

VII. FINANCIAL PROVISIONS

13.0 CONTRACT FUNDS

13.1 **Maximum Funds**.

13.1.1 Maximum Amount.

(i) Subject to the requirements in Sections 13.1.2 and 13.2 and other applicable provisions of this Contract, in consideration of full and satisfactory performance of the services and activities provided by Contractor under the terms of this Contract, as determined by County, County shall provide Contract Funds not to exceed the following amount during the Initial Contract Term:

$ 60,845.00

(ii) Contractor expressly acknowledges and agrees that the sum stated in this Section 13.1.1 is the maximum amount to be paid by County to Contractor during the Initial Contract Term period unless Section 13.1.1 is changed pursuant to Section 3.0, and that the total costs of this Contract shall not exceed the amount included in the County budget and designated for this purpose for this Contract for the Contract Term unless or until an increase in the County budget for this Contract is approved by Commissioners Court.

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(iii) Contract Funds are provided through the County's PIR Grant. Should Grant funds be withdrawn, decreased or otherwise not available to County, the County's not-to-exceed amount in Section 13.1.1(i) above shall be reduced accordingly. County shall advise Contractor of any decrease in Grant funds, and shall not be responsible for payment of any expenses incurred for Grant activities provided by Contractor after such notice.

13.1.2 Fiscal Year Limitations on Funding.

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

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

(c) Funding provided through federal, state, or other grantor organization cannot exceed the term of such grant, whether or not the term of the grant corresponds to the County Fiscal Year.

13.1.3 County Payment. County agrees, and Contractor acknowledges, that determination of allowable expenses and payment of Contract Funds will be directed by County Department.

13.2 **Payments to Contractor.**

13.2.1 Payment(s)

(a) Request for Payment.

(i) Monthly Request. Each month during any Contract or Renewal Term, Contractor shall file, within the time limits set forth in this Section 13.2.1, the complete and correct (as reasonably determined by County Department) Request for Payment form(s) (Attachment B) pursuant to Section 13.2.1(b) below) and complete backup documentation as herein outlined. Contractor understands and agrees that additional documentation supporting Contract expenses, such as signed timesheets, invoice, receipts, purchase orders, or other information, may be reviewed by County during monitoring visit(s), and that additional reporting requirements may be implemented by County at any time that such monitoring or review reveals a need for such, as reasonably determined by County.

(ii) Timely Filing of Request. The Request for Payment form(s) and match data shall be filed with the TCHHSVS within twenty (20) days of the end of the month for which services are provided. Any delay by Contractor in the filing of the complete and correct Request for Payment Form may impact the ultimate receipt of payment by Contractor. County shall pay Contractor for authorized expenditures, as determined and approved by the County Department reported in that Request for Payment within thirty (30) days of receipt by TCHHSVS of that complete and correct (as explained in Section 13.2.1(b) below) Request for Payment.

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

(i) Contractor Corrections. If County determines that corrections and/or changes to the Request for Payment are necessary, the Request for Payment will be returned to Contractor and those corrections or changes must be made by Contractor prior to the Request for Payment being certified by County for payment. If the completion of those corrections and/or changes by Contractor and subsequent re-submission to TCHHSVS result in the delay of the certification of a Request for Payment (or "invoice") by County, Contractor understands and agrees that the time for payment under the Prompt Payment Act will not begin to run until that invoice has been corrected so that it is, as reasonably determined by County Department correct and complete as necessary for certification by County. The time for payment under the Prompt Payment Act will only begin at the receipt of the Request for Payment by TCHHSVS of what is reasonably determined to be a complete and correct Request for Payment.

(ii) County Correction. At any time that County discovers a discrepancy in an invoice that would result in Contractor receiving up to Five Dollars ($5.00) less than the amount invoiced, County may contact Contractor for written permission (via email or fax) to adjust the invoice according to the County's determination. Upon receipt of such written permission, County may adjust the invoice as agreed to by Contractor and Contractor agrees to accept the resulting payment as payment in full; no further accounting will be made nor any future payments be adjusted related to the amount so waived by Contractor under this provision. This provision allowing for correction by County of a Request for Payment will

ONLY apply where the County's determination of money to be paid to Contractor is less than the total amount shown on the Request for Payment; at any time that the discrepancy involves and increase in the amount to be paid, the Request for Payment will be returned to Contractor for correction.

(iii) Contractor acknowledges and agrees that the County Auditor will also have to approve the invoice as complete and correct before any payment will be made, and may require changes or corrections to that invoice prior to payment.

13.2.2 Request Limitation. County shall not be liable to Contractor for any costs incurred by Contractor in the performance of this Contract which are not billed to County under the applicable terms of this Contract within sixty (60) days following the provision of the service or sixty (60) days following the termination of this Initial Contract Term (or any Contract Term, as applicable to the term in which the services were provided), whichever occurs first. Costs billed by Contractor on or after the 61st day following the termination of any Contract Term shall be considered disallowed and may not be paid by County. Where costs are funded through a grant, the terms of the grant shall dictate the number of days to disallowance, less time needed for County review and approval under the terms of the grant.

14.0 ALLOWABLE COSTS

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

(a) [illegible] directly and specifically in the performance of this Contract; and
(b) incurred pursuant to all requirements of this Contract; and
(c) incurred in conformance with budget documents attached hereto and in accordance with State of Texas financial law and County policy; and
(d) paid with grant funds, incurred in conformance with and as authorized under the terms of this grant.

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Indirect Costs, as defined by OMB A-87 or A-122, as applicable, are not considered to be allowable costs under this Contract.

14.2 **Specific Prior Authorization**. Contractor understands and agrees that, in order to be considered reimbursable under this Contract, any expense **MUST** be included and identifiable in Contractor's budget document attached to this Contract. That requirement notwithstanding, the following subsections contain additional requirements regarding certain Contract expenses:

14.2.1 Items NOT in Contractor's Budget. Section 14.1 notwithstanding, if the following are NOT in Contractor's specific budget documents (specific inclusion in the budget document will be considered approval), County's prior written authorization, through County Department, by the County Executive, is required in order for the following to be considered allowable costs, and therefore reimbursable under this Contract:

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

(a) The following if with a value of $500.00 or more: Fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubators.

(b) any other tangible non-expendable property with a value of more than $5,000.00.

(ii) Alteration or relocation of facilities.

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

All authorized consultant or professional services must be documented utilizing the appropriate County form.

14.2.2 Out Of Town Travel. Out of town travel shall be approved/reimbursed pursuant to Section 14.4.

14.2.3 Notification. Contractor shall provide County, through TCHHSVS, written notification of any change in vendor or subcontractor (including consultants) which has been identified in Contractor's budget prior to submission of a Request for Payment related to such vendor or subcontractor in order to ensure payment.

14.2.4 Failure to Obtain Approval. Any costs which are described by this Subsection 14.2 which are incurred by Contractor without the required approval shall be considered disallowed and may not be paid by County. Notwithstanding any provision to the contrary, the County Executive of the County Department cannot authorize as an allowable cost items which are not allowable under the terms of any grant funding agreement or which have not received an authorized budget appropriation.

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

14.4 **Out of Town Travel Expenses**.

14.4.1 Allowable Travel. In order to be considered a reimbursable expense under this Contract, all travel must be for a purpose directly related to the provision of services under this Contract (with supporting documentation available for review by County). Individual(s) included in travel must either be employees or, if allowed by grant where grant funds are being utilized, volunteers who must participate in such travel in order to further the provision of services provided under this Contract. Final determination of such relationship shall be made by County in its sole reasonable judgment, and Contractor understands and agrees that, if Contractor has reasonable doubt about the relationship of the travel or participants to County services, it is the Contractor's obligation to secure County determination or risk such costs being disallowed by County.

14.4.2 Budget. Travel will be considered approved only if the expense of such travel is included in Contractor's budget and the details of the travel have been provided according to the Out Of Town Travel Form ("Travel Form") attached to this Contract as Attachment B (v). If that Travel Form has not been completed and included in this Contract, then the Travel Form must be completed and submitted to County through the County Department for written approval by the County Executive or her designated representative prior to the travel taking place. Contractor agrees to provide such information within a timeframe that will allow sufficient time for review and approval by County Department prior to departure. Expenses set out in

the Travel Form must meet the requirements in Section 14.4..4 below and must fall within the amount set forth in Contractor's budget for travel.

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

14.4.4 County Policies. Expenses for travel and attendance to destinations outside the City of Austin/Travis County are NOT considered an allowable expense and will not be reimbursable under this Contract unless those expenses meet the following criteria (and documentation provided/made available supporting compliance with these requirements):

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

(b) Air Fare -
- Not to exceed the rate of a non-refundable coach fare in effect at the time of the travel encumbrance

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

(d) [illegible] -
- $4[illegible]00 per da[illegible]inclu[illegible]ding grat[illegible]ities wit[illegible]out receipts
OR
- Up to $60.0[illegible] per day f[illegible] me[illegible]s and g[illegible]atuities [illegible]% if r[illegible]eipts are submitted
- Only if requ[illegible]ed to be away [illegible]om hom[illegible] overnight
- No reimbursement for alcoholic beverages

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

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

Out of town travel expenses under this Section 14.4 which do not meet the specified County criteria cannot be approved by the County Executive, but would have to be taken to the Commissioners Court for approval PRIOR to travel. All out-of-town travel expenses must be included in Contractor's budget.

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

(a) Amount is included in the Contractor's budget; and
(b) Amount is actually incurred by a Contractor employee who holds a position which is included in

the budget for reimbursement by County Funds (as documented by a signed timesheet); and

(c) Amount is incurred as a necessity in the provision of direct services provided under this Contract; and

(d) Contractor maintains and implements a written policy concerning overtime compensation which manages and controls the use of overtime to minimize the need for overtime compensation.

14.6 **Non-Allowable Costs**. The following costs are not reimbursable, whether incurred directly or indirectly by Contractor:

(a) Other Post employment Benefits (OPEB) for employees whether or not those costs are for current year benefits, prior year benefits, or future year benefits.

(b) Employee recognition, rewards, or awards other than performance pay pursuant to compensation schedules.

(c) Entertainment and gifts, including meals or beverages, even if related to a business purpose. This subsection (c) notwithstanding, the Contract will pay for meal and beverage expenses for employees incurred during out-of-town trips or conferences related to services provided under this Contract if properly budgeted and if incurred according to the Contractor's travel policy as approved by County.

(d) Legislative consultant services.

(e) Donations to non-profit or private organizations.

(f) Legal services. The Parties agree that the agency has no obligation to provide legal services to County under this Contract.

(g) General consulting services. This subsection (g) notwithstanding, the Contract budget may include consulting services specifically related to services provided within the terms of this Contract.

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15.0 RETURN OF CONTRACT FUNDS

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

15.1.1 has resulted in overpayment
15.1.2 has not been spent strictly in accordance with Contract terms;
15.1.3 exceeds the total expenditures actually reported by Contractor; or
15.1.4 to be disallowed pursuant to financial, performance and/or compliance audit(s).

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

16.0 AUDIT

16.1 Annual Audit. Unless otherwise authorized by County, through TCHHSVS, under the terms of this Contract, Contractor shall arrange for the performance of an annual (at least one time during each consecutive 365-day period) financial audit of Contract Funds to be performed within 180 days of the Contractor's fiscal year end, subject to the following conditions and limitations:

16.1.1 Single Audit.

a. Single Audit Act Application. For each fiscal year included within a contract period specified in Section 2.0 ("Contract Term") of this Contract, in which Contractor expends a total of $500,000 or more in Federal awards from all sources, Contractor shall have an audit conducted in accordance with the Single Audit Act of 1984, 31 U.S.C., Section 7501 et seq., and OMB Circular No. 133, "Audits of States, Local Governments and other Non-profit Institutions."

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

c. Performance Requirements. The audit or review must be:

(i) performed by an independent Certified Public Accountant ("CPA"), recognized by the regulatory authority of the State of Texas and a member in good standing of the American Institute of Certified Public Accountants; and

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

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

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

16.1.3 Financial Records. Contractor must maintain records which adequately identify the source and application of funds provided for those services purchased with Contract Funds. These records must contain information pertaining to authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures and income related to Contract Funds.

16.1.4 Copies. Contractor shall provide two (2) copies of its most recent report of the review or audit to County through TCHHSVS upon completion within 180 days of the end of the Contractor's fiscal year end, but such copies shall be provided no later than September 30 of each year in which County funds are received under this Contract. County Department will complete final review of such reports within a reasonable time after September 30 of each year upon receipt of such reports. Copies of the report shall also include the auditor's opinion and letters to management. Reviews and audits performed under Section 16.1 are subject to consideration and resolution by County or its authorized representative. Failure to provide such copies in a timely manner may result in delay of payment, suspension or termination of the Contract by County, unless Contractor is receiving grant funds and notifies the County that a longer period is needed because of requirements directly related to grant requirements.

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

16.1.6 Cost of Audit. Contractor understands and agrees that all or a portion of the cost of the annual audit as required under this Section 16.0 may be considered an allowable cost and reimbursable under this Contract if the following requirements are met:

(a) cost is included in Contractor's budget, with the subcontractor providing such services correctly identified; and

(b) the cost billed to County is no greater than the percentage relationship of Contract Funds to Contractor's total annual budget, with the cost of the audit being a reasonable cost for such services as agreed to by County. For example, if the total amount of Contract Funds provided under this Contract is ten percent (10%) of the total Contractor annual budget, then Contract Funds may be used to reimburse up to ten percent (10%) of the total cost of the annual audit; and

(c) the Contract Funds appropriated for this Contract are not Grant Funds.

16.2 **County Audit**. Notwithstanding Section 16.1, County reserves the right to conduct an annual financial, compliance, and/or performance audit of the Contract. Contractor agrees to permit County or its authorized representative, to audit Contractor's records and to obtain any documents, materials, or information necessary to facilitate such audit.

16.3 **Facilitation**. Contractor shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to Section 16.0 that County may reasonably require of Contractor.

16.4 **Grant Funds Requirements.**

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16.4.1 Contractor shall maintain adequate financial records for all work related to Grant Activities, as prescribed by 2 C.F.R. Part 66, Subpart C, "Financial Administration" and "Reports, Records, Retention, and Enforcement;" and shall make such records available for audit by County and others as set forth in this Section 16.0. The Contractor also shall maintain such records as are deemed necessary by the County to assure proper accounting for all costs, including expenditure of incentive monies, if applicable. All of the records specified in this Section shall be retained as subsequently specified herein.

16.4.2 All records, books, documents, accounting procedures, or practices relating to Grant Activities and utilizing Grant Funds shall be subject to examination and/or audit in accordance with all applicable state and federal laws, rules, regulations or directives, by the County, the State Auditor, the U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives as applicable. Contractor shall direct that any subcontractor/ subrecipient with whom it has established a contractual relationship to discharge the Contractor's Grant obligations under this Contract to likewise permit the County and, if applicable, the State Auditor, the U.S. Department of Health and Human Services, and the Comptroller General of the United States, to have rights of access to, inspection of, and reproduction of all books and records of the subcontractor(s)/ subrecipient(s) that pertain to Grant Activities provided under this Contract.

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

16.4.4 In order to comply with the monitoring and auditing requirements governing this Contract, Contractor is considered a subrecipient of federal grant funds under the Promoting Safe and Stable Families Program, Administration on Children, Youth and Families, U. S. Department of Health and Human Services. All accounting records should identify the source of Grant Funds received by the Contractor under this Contract as federal grant funds passed through from the County.

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

17.0 TRANSFER OF FUNDS.

17.1 Grant Funds. Notwithstanding Section 3.0, and as specifically applicable, Contractor may transfer funds without a written amendment to this Contract **ONLY** if Contractor has followed the process set forth in Section 17.3 of this Contract.

17.2 Other Funds. Notwithstanding the requirements of Section 3.0 of this Contract and, as specifically applicable, Contractor may transfer other non-Grant Funds without a written amendment to this Contract ONLY if **ALL** of the following requirements are met:

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

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17.2.2 the cumulative amount of the transfer between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than ten percent (10%) of the Contract total for that Program shown in Section 13.2; and

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

17.2.4 the transfer follows the process set forth in Section 17.3.

17.3 Process. To complete transfer under this Section 17.0 (both Sections 17.1 and 17.2 funds), Contractor must submit a budget revision form to the County through TCHHSVS prior to, or simultaneously with, the submission of the Contractor's first monthly billing to the County following the transfer which shall reflect such changes. Contractor acknowledges and agrees that failure to meet the requirements of this Section 17.0 may result in any transfer of funds being disallowed; as such, the disallowed amount will not be paid by County. If County reasonably determines that payment has been made incorrectly for expenses in violation of this Section 17.0, Contractor agrees to refund such payment in full to County within twenty (20) days of written request by County for such refund.

VIII. SUSPENSION/TERMINATION

18.0 SUSPENSION. If Contractor fails to comply with any term of this Contract, including failure to deliver reports required by Section 9.0 and make corrections required by Section 22.0, or if the Commissioners Court requests a financial review or performance evaluation related to a reasonable cause to believe that Contractor is not using Contract Funds in compliance with the terms of this Contract, County may, upon written notification to Contractor,

suspend this Contract in whole or in part and withhold further payments to Contractor. Contractor agrees that Contractor shall not incur additional obligations of Contract Funds until Contractor is in compliance with the terms of this Contract or the reports of the financial review and/or program evaluation are completed and all exceptions noted in these reports are corrected to County's satisfaction, which County shall not unreasonably withhold.

19.0 TERMINATION

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

19.1.1 Failure to Comply. Contractor has failed to comply with any term or condition of this Contract, including, but not limited to, the failure to deliver reports required by this Contract and make those corrections required by this Contract,

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

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

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

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

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19.2 **Notification**. County Purchasing Agent shall notify Contractor pursuant to the "Notice" provision of this Contract in writing at least thirty (30) days before the date of termination of the decision to terminate; the reasons for the termination; the effective date of the termination; and in the case of partial termination, the portion of the Contract to be terminated.

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

19.4 **Mutual Termination**. Any Party has the right to terminate this Contract, in whole or in part, when the Parties agree that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds or that mutually satisfactory resolution to a disagreement related to County Financial Requirements under Section 5.1.4(vi) cannot be achieved; provided that both Parties agree, in writing, upon the termination conditions, including the effective date of the termination; the provisions under which termination shall be accepted; and, in the case of partial termination, the portion of the Contract to be terminated.

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

19.6 **Results of Termination.**

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

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

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

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19.7 **Immediate Termination**. Nothing in this Section 19.0, or any other provision of this Contract, shall be construed to limit County's authority to withhold payment and immediately suspend Contractor's performance under this Contract if County identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in Contractor's performance. Suspension shall be a temporary measure pending either corrective action by Contractor or a decision by County to terminate this Contract. County shall not be liable for any costs incurred by Contractor during suspension of this Contract under this Section 19.7.

VIII. MISCELLANEOUS PROVISIONS

20.0 INDEPENDENT CONTRACTOR.

20.1 The Parties expressly acknowledge and agree that Contractor is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of Contractor shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies. The relationship of County and Contractor under this Contract is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the Parties shall be an independent contractor relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

21.0 SUBCONTRACTS

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

21.2 **Contractor Responsibility**.

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

21.2.2 Subcontract Terms. Contractor agrees that all Subcontracts will include provisions which require compliance with all applicable federal, state, and local laws, rules, regulations and policies, with the applicable terms of this Contract, and with any provisions such as may be reasonably requested by County; and shall also contain provisions ensuring the following:

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

(b) Agreement:

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

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

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

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

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

(vi) to warrant that service/participant for which County pays will not also be paid for by any other funding source or by County under any other contract, pursuant to Section 6.3 of this Contract; and

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

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

21.4 **HUB**. Contractor agrees to make a "good faith" effort to take all necessary and reasonable steps to insure HUBs the maximum opportunity to be Subcontractors under this Contract where HUB Subcontractors exist. Contractor must report all expenditures made to HUB Subcontractors to the County Purchasing Agent. Failure by Contractor to make such good faith effort to employ HUBs as Subcontractors constitutes a breach of this Contract and may result in termination. The Parties agree that HUB requirements and determinations will be made by the County Purchasing Agent, and that Contractor will contact the County Purchasing Agent with any questions regarding this provision.

21.5 **Lev[illegible]ice**. Co[illegible]ll ensure [illegible]provisio[illegible]e timely and [illegible]y professional services by individuals, agencies, [illegible] other Su[illegible]ontr[illegible]ctors whi[illegible] will m[illegible]et or exce[illegible] applicable licens[illegible]g and regulatory standards applicable to the servic[illegible] provided [illegible]d w[illegible] provid[illegible] County [illegible]elev[illegible]t docu[illegible]tation of such [illegible]censes upon request.

21.6 **Pay[illegible]ent to [illegible]ubco[illegible]ractor(s)**. C[illegible]ntractor [illegible]all [illegible]se commerciall[illegible] reasonable effort to pay Subcontractor(s) for undisputed claims for services rendered within five (5) business days of receipt of payments and/or advances from County corresponding to those services under the terms of this Contract. This Section 21.6 refers only to obligations under this Contract between County and Contractor, and does not operate to contradict or change the provisions in Section 21.3.

21.7 System for Award Management (SAM) . Contractor must be currently registered or register in the federal SAM database and maintain an active registration for the duration of this Contract.

22.0 MONITORING

22.1 **County Monitoring**. County, either directly or through TCHHSVS, reserves the right to perform periodic on-site monitoring of Contractor's (and Subcontractors') compliance/performance with the terms of this Contract, and of the adequacy, effectiveness and timeliness of Contractor's performance under this Contract. Such monitoring visit may include review of any and all performance activities as well as any and all records or other documentation maintained in relation to Contractor's performance under this Contract. Within ninety (90) days of each monitoring visit, County shall provide Contractor with a written report of the monitor's performance-related findings. If the report notes deficiencies in Contractor's performances under the terms of this Contract, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take action specified in the monitoring report prior to the deadlines specified. Failure to make required changes in a timely manner may result in termination of the Contract by County. County may provide technical assistance to Contractor and may request changes in Contractor's accounting, administrative and management procedures in order to correct any deficiencies noted.

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23.0 NOTICES

23.1 **Requirements**. Except as otherwise specifically noted herein, any notice required or permitted to be given under this Contract by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

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

Sherri Fleming, County Executive (or her successor)
Travis County Department of Health, Human Services,
and Veterans' Services
502 East Highland Mall Boulevard
Austin, Texas 78752-3722

and

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

With copies to (registered or certified mail with return receipt is not required):

Hon[illegible]id Esc[illegible] (or his succes[illegible]in office)
Trav[illegible] County Attorney
P.O. Box 1748
Aus[illegible], Texas 78767
ATTENTION: Civil Transactions

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

In Person: ATCIC
1430 Collier Street
Austin, Texas, 78704
Attn: David Evans, Chief Executive Officer

By Mail: ATCIC
P. O. Box 3548
Austin, Texas, 78764-3548
Attn: David Evans, Chief Executive Officer

With copies to (registered or certified mail with return receipt is not required):

ATCIC
P. O. Box 3548
Austin, Texas 78764-3548
Attn: General Counsel

23.5 **Change of Address**. Each Party may change the address for notice to it by giving notice of the

change in compliance with Section 23.0. Any change in the address, including a change in the Contractor's Executive Director or Chairperson of the Board of Directors, shall be reported to the County Executive and the Purchasing Agent within twenty (20) days of the change.

23.6 **Change of Name**. If a change of name is required by Contractor, the Purchasing Agent and County Executive shall be notified in writing immediately. No change in the obligation of or to Contractor will be recognized until it is approved by the Commissioners Court. Failure to timely provide notice under Section 23.5 and/or 23.6 may result in delay of payment.

24.0 PROHIBITIONS

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

24.2 **Conflict of Interest**.

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

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24.2.2 Questionnaire. If required by Chapter 176, Texas Local Government Code, the Contractor shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, 78751. The Contractor shall update this Questionnaire by September of each year for the duration of this Contract as required by Chapter 176 of the Local Government Code. In addition, if any statement on this submitted Questionnaire becomes incomplete or inaccurate, the Contractor shall submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to this Questionnaire on the official Travis County Internet website.

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

24.4 **Gratuities**. County may cancel this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Contract. In the event this Contract is cancelled by County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover from Contractor a sum equal in amount to the cost incurred by Contractor in providing such gratuities. Contractor's employees, officers and agents shall neither solicit nor accept gratuities, favors

or anything of monetary value from Subcontractors or potential Subcontractors. Contractor shall establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

24.5 **Nepotism.** Contractor agrees that it will comply with the guidelines set forth for public officials under TEX. GOVERNMENT CODE ANN, Ch. 573, by ensuring that no officer, employee or member of the governing body of Contractor shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

25.0 ASSIGNABILITY

25.1 **Written Approval**. No Party may assign any of the rights or duties created by this Contract without the prior written approval of the other Party. This provision includes assignment, sale, merger or any other action resulting in any change in the status of Contractor. It is acknowledged by Contractor that no officer, agent, employee or representative of County has any authority to assign any part of this Contract unless expressly granted that authority by the Commissioners Court. Submission of a request for approval under this Section 25.1, "Assignment," shall be made in writing to the Purchasing Agent. Failure to secure the approval required in this Section 25.1 may result in delay of payment or other sanctions.

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

26.0 LEGAL AUTHORITY

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

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

26.3 **Suspension**. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Contractor or the person signing this Contract to enter into this Contract or to render performances under it. Contractor and any person signing this Contract for Contractor are liable to County for any money disbursed by County for performance of the provisions of this Contract, if County has suspended or terminated this Contract for breach of Section 26.1 or Section 26.2.

27.0 INTERPRETATIONAL GUIDELINES

27.1 **Computation of Time**. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that County has declared a holiday for its employees these days shall be omitted from the computation.

27.2 **Numbers and Gender**. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.

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

28.0 OTHER PROVISIONS

28.1 **Exemption From County Purchasing Act**. Pursuant to TEX. LOCAL GOVERNMENT CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Contract is exempt from the requirements of the County Purchasing Act because it is a Contract for the purchase of personal or professional services or meets other requirement(s) for exemption pursuant to applicable law.

28.2 **Survival of Conditions**. Applicable provisions of this Contract shall survive beyond termination or expiration of this Contract until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

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

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

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

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

28.7 **Political Activity**. Contractor shall not use any of the performance under this Contract or any portion of the Contract Funds for any activity related to influencing the outcome of any election for public office, or any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential. No Contract Funds can be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of the government of Contractor, the

State of Texas or the government of the United States.

28.8 **Sectarian Activity**.

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

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

Neither the County's selection of charitable or faith-based Contractor of social services nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character, practices or expressions. No provider of social services for the County may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If a Client believes that their rights have been violated, that complaint should be discussed with a County representative immediately.

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Contractor shall reasonably apprise all eligible Clients of the following and ensure the provision of services pursuant to the following:

Neither the County's selection of charitable or faith-based Contractor of social services nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character, practices or expressions. No provider of social services for the County may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If a Client believes that their rights have been violated, that complaint should be discussed with a County representative immediately.

28.8.3 Additional Rights. Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C. Section 604a) sets forth certain additional rights and responsibilities for charitable and faith-based providers of social services, certain additional rights of assisted individuals, and certain additional responsibilities of County to providers and assisted individuals. This Contract is subject to those additional rights and responsibilities.

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

28.10 **Dispute Resolution - Administration by Purchasing Agent**. When the Contractor and/or County

have been unable to successfully resolve any question or issue related to this Contract presented to the County under Section 4.3, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the County Executive within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the County Executive. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

28.11 **Mediation.** If the Contractor is not satisfied with the resolution of the dispute pursuant to Section 28.10, Contractor shall notify the County Executive, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

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28.12 **Coordination.** Contractor shall coordinate and share information with other Travis County Health and Human Services programs and CAN in any way that is appropriate as determined by County to maximize the benefit to Eligible Clients in City of Austin/Travis County and to avoid duplication of services.

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

28.14 **Force Majeure.** Neither Party shall be financially liable to the other Party for delays or failures to perform in Contract performance caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause shall notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. Each Party agrees that breach of the notice requirements of this Section 28.14 entitles the other Party to reduce or stop payments (as applicable) or immediately terminate this Contract.

BY THE SIGNATURES AFFIXED BELOW, the above Contract is hereby accepted as all the terms and conditions of this Contract, and the provision of services between the effective date of this Contract (February 1, 2013) and the execution of this Contract by the Parties are hereby ratified.

CONTRACTOR:
AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER

By:_____
Its Duly Authorized Agent
Printed Name:_____
Title:_____
Date: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
Travis County Judge
Date:

County Approvals:
As to Legal Form:

_____
Assistant County Attorney Date:_____
Funds Certified By:

_____
Nicki Riley, County Auditor Date:_____
Purchasing:

_____
Cyd Grimes, Purchasing Agent Date:_____

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ATTACHMENT A
STATEMENT OF WORK

CONTRACTOR DESCRIPTION:

Austin Travis County Integral Care provides community-based behavioral health and developmental disabilities services in Travis County, serving more than 22,000 individuals and families annually, by offering a comprehensive system of services and programs year-round.

Individuals receiving services at Integral Care are often in dire need of care and have a single or combined diagnosis of developmental disabilities, persistent mental illnesses, and chemical dependency issues. Integral Care's programs are administered through the following service areas:

- Adult Behavioral Health
- Child and Family
- Intellectual and Developmental Disabilities
- Psychiatric Crisis Services and Jail Diversion

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Services include mental health assessments, psychiatric evaluations, 24-hour crisis interventions, medication treatment, outpatient treatment, supportive employment and vocational services, service coordination, care coordination, case management, family support and respite care, housing, information and referral, supported living and residential services. Integral Care also provides community services in consumer's place of residence, schools, or within the community most appropriate for delivery of services.

CONTRACTOR SERVICES:

Austin Travis County Integral Care will provide mental health therapeutic services to children 0 – 17 years of age whose parents are enrolled in the Travis County Family Drug Treatment Court (FDTC) Program by employing a Child Therapist.

CHILD THERAPEUTIC SERVICES:

The Child Therapist will work closely with participating caregiver (parent or legally authorized representative) and the Travis County Family Drug Treatment Court (FDTC) Team to establish and work toward goals that increase the emotional, developmental and social-emotional well-being of the child while the parent(s) are enrolled in the FDTC and Parenting in Recovery (PIR) .

Specific duties of the Child Therapist include:

- Screening children, ages 0 – 3, of parents enrolled in the Travis County Family Drug Court Program using the ***Ages and Stages Questionnaire***

(ASQ), a developmental and social-emotional screening tool for children from birth to 5 years of age;

- Screen children ages 4-17 using the Child and Adolescent Needs and Strengths - MH (CANS-MH) assessment tool;

- Maintains a caseload of 10-15 FDTC families to provide psychotherapy to improve the parent/child attachment and functioning;

- Provides mental health therapeutic services to enrolled children/youth for 4 to 12 months with closure occurring when the goals have been met and/or the child/youth has been successfully transitioned to longer term services and or community-based services;

- When therapeutically indicated the therapist will provide direct services to the child/youth utilizing evidenced based practices including Trauma-Focused Cognitive Behavioral Therapy (TF-CBT); filial therapy; Child-Parent Psychotherapy.

- Engages both the child and their caregiver (parent or kin), in assessing the social-emotional needs of the child to plan for the developmental activities, therapeutic interventions;

- Develops an individualized treatment plan of care for each child/youth enrolled that may include mental health assessment, advocacy, care coordination/case management, parent training, crisis intervention, counseling, therapy and skills training;

- Makes referrals and collateral contacts to community agencies to address the educational, social/recreational, any additional behavioral healthcare services and supports, including medical/dental care of the child;

- Appears in court to provide testimony to the court on progress made by the child and/or parent while participating in the FDTC/ Parenting in Recovery;

- Conducts an average of four (4) assessments a month and will monitor an average of 35 plans a year;

- Will coordinate with providers on the ATCIC Provider Network to provide non-traditional therapeutic services and supports, such as, art/music therapy, recreational therapy, behavioral aide, pro-social groups, individual/family mentoring, respite care, and equine therapy, on an as needed basis;

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- Be responsible for documenting the service encounters while providing the therapeutic services;

- Preparing and providing the reports necessary for adhering to the requirements of the Parenting in Recovery grant based on the child therapist's role on the grant; and

- Assist in the coordination of team meetings involving the child and/or family members in addressing the developmental and social-emotional well-being needs of the child.

Minimum Qualifications of the Child Therapist

- ❖ Master's Degree in Social Work or related field;

- ❖ Licensed Practitioner of the Healing Arts (LPHA), either as a Licensed Professional Counselor (LPC), or Licensed Clinical Social Worker (LCSW).

- ❖ Extensive knowledge of the stages of child development including social and emotional well-being; child welfare and child protective services systems;

- ❖ Minimum of three (3) years providing children's mental health services, infant mental health services, or other directed services addressing the developmental and social-emotional needs of children;

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- ❖ Trained in evidenced based practices including Trauma-Focused Cognitive Behavioral Therapy (TF-CBT); and prefer filial therapy and/or Child-Parent Psychotherapy

- ❖ Demonstrate flexibility with work schedule and willingness to work evening hours and/or weekends; and

- ❖ Ability to demonstrate cultural and/or linguistic competency with children and their families with diverse backgrounds, with Bilingual capabilities (Spanish and English) strongly preferred.

WORKPLAN:

The services provided under this Contract shall be provided during the Contract Term which begins September 30, 2012 and terminates September 29, 2013.

BUDGET:

The budget for salary, fringe and operating expenses is up to $60,845.

Compliance Certification form – Grant Contracts

IMPORTANT: this completed form must be submitted with each monthly invoice

Agency: ATCIC Program: Parenting in Recovery - Child Therapist

Payment requested: **month,** **2013** Payment requested from: _X_ **TRAVIS COUNTY**

The following items must be itemized in the current approved program budget, OR written prior approval by TCHHS&VS Executive Director regarding these items must be attached to the Payment Request. *(Mark any that apply to this month)*

___ Purchase of any non-expendable property *
* (agency must also complete the Equipment Purchased table, below)
___ Alteration or relocation of facilities
___ Out of County Travel/ Conferences/ Seminars/ Training
___ Consultant/professional services or subcontracts
___ Budget transfers over the 10% rule per contract
___ None of the above apply to this month

___ **Compliance with Special Conditions/ Corrective Action Plan.**
___ Overtime expenditures if any followed contract requirements
___ Audit expenditures if any were allocated per agency funding sources per contract
___ **Annual Audit submitted by Service Agency per contract.**
___ Transfer of Funds/Budget adjustments less than 10% made by agency **
** (agency must attach Budget Revision request form)

Equipment Purchased:

Purchase Date	Item	Cost	Model Number	Serial Number	Location

Travis County Purchasing Office employee, _____ was notified of above purchases on _____.
(name) (date)

I certify the information reported herein and attached hereto is true, correct, and complete.
Please process the attached payment(s). *(Certification required for processing of payment.)*

Executive Director _____ Date _____

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For Travis County staff use only:

___ County funds are available accurately to two decimals
___ County program budget not over-spent, per contract
___ Fiscal year limitation not over-spent, per contract (75% Rule)
___ **Annual Audit submission by Service Agency per contract has been verified**
___ **Compliance with Special Conditions/ Corrective Action Plan is confirmed**

Attach copies of the following to this sheet and mark all that apply:
☐ Payment Request (verified and approved)
☐ Expenditure Report (verified and approved)
☐ Budget Revision form (if applicable)
☐ Revised/ Modified Payment Request (if applicable)
☐ Any required prior approval documents

I certify the information reported herein and attached hereto is true, correct, and complete.
Please process the attached payment(s). *(Certification required for processing of payment.)*

Travis County contract manager _____ Date _____

Travis County director (or designee) _____ Date _____

For TC HHS&VS Admin./Finance use only:

___ Service has been received in the HTE system
___ Payment Request reviewed for: 1) reporting accuracy 2) expenditures verified and 3) contract compliance.
___ Annual Audit submission by Service Agency per contract has been verified

I hereby certify that the information reported on this compliance certification form by all parties is true, correct, and complete. I understand that the legality of the payment is dependent on the accuracy of these statements. Please process the attached payment(s). *(Please note, payment will not be processed without this signed certification attached to request for payment.)*

_____ Date _____
(signature of Executive Manager or Director, HHS&VS Administrative Services Division)

Grant Approval (County Auditor) _____ Date _____

INSTRUCTIONS for TRAVIS COUNTY INVOICING:

Using the Payment Request/ Expenditure Report and related forms for Social Service Contracts

***** IMPORTANT: Please carefully read and follow the steps below in the order indicated to prepare and submit monthly invoices using the electronic invoicing spreadsheet forms located in the adjacent tabs of this file *****

GENERAL INFORMATION. This file contains the following spreadsheet tabs, listed from left to right:

Tab 1. This Instructions page - please print this and refer to it often as you prepare your invoices;

Tab 2. Budget Revision Request form, which must be completed and submitted any time such revision is needed;

Tab 3. Compliance Certification form - this completed form must be submitted with **every** invoice; and

Tabs 4 & above. The Expenditure Reports and Payment Requests (follow the detailed instructions below), comprised of 24 linked monthly spreadsheet tabs (12 "Exp Rpt" & 12 "Pay Req"), beginning with January. **NOTE: (Subject to any changes in County requirements) if you have any unexpended funds remaining after your last regular monthly invoice and for which you will request payment, there will be a Supplemental "13th payment request" form provided separately, along with your Contract Annual Summary (formerly Close-Out) forms.**

MAINTAINING the INTEGRITY of FORMS/ LINKS: The cell formulas and embedded links among the forms have been carefully constructed - do NOT change them without consulting us first. The forms may also be password-protected, allowing you to input required data into appropriate cell only. If your invoice forms need any changes, please contact your **Travis County** contract manager or City HHSD Research Analyst David Garza for assistance by email David.Garza@ci.austin.tx.us or by phone (512) 972-5008. Your assigned **Travis County** contract manager and the City Research Analyst are also available should you have any questions or need technical assistance.

MONTHLY **EXPENDITURE REPORT (Complete this form FIRST)**

1) In the "Jan07 Exp Rpt" spreadsheet tab, review and if needed add/correct the appropriate program and agency information near the top. Be sure to include your agency's contact person name/phone/extension.

2) For the Approved Budget column F, review and if needed, add/correct your TRAVIS COUNTY total 12-month (January 1 through December 31) program budget amount for each line item. Note that all subtotals and totals will calculate automatically. The resulting bottom line total in line **21 (cell F42)** should equal the corresponding total COUNTY-only program budget amount for the current contract term.

3) Then in the Expenditures January 2007 column, input the actual amount for each eligible expenditure line item (total for the January 1st through January 31st period). Then check all amounts on the sheet for accuracy, and make sure that the correct amounts and other information are carried forward into the remaining monthly "…Exp Rpt" spreadsheets. As each new month is completed in the contract term, you will repeat this step for the corresponding month's Expenditure Report. Be sure to verify the accuracy of all calculated and cumulative amounts, every time you invoice

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PAYMENT REQUEST (Check / correct this form only AFTER completing the Expenditure Report)

These spreadsheets are designed so that the amounts in each of the 12 Payment Request forms automatically calculate directly from the corresponding Expenditure Report – this means that the two January forms are linked, as are the two February forms, etc. In addition, all of the "…Exp Rpt" and "…Pay Req" forms are linked so that the correct cumulative amounts should automatically be carried forward into the appropriate cells for subsequent months. **IMPORTANT: All amounts in the Payment Requests should be calculated automatically -- your main task for Payment Requests is to verify that all of the amounts are calculated and printed correctly.**

5) Verify that each "…Pay Req" spreadsheet includes a unique Invoice Number in the shaded block near the top - this number is also linked to the invoice number of the corresponding month's Exp Rpt form. This Number is a code representing your agency and program, the month invoiced, and ends in " 1 " to indicate it is the first or original invoice for that month. Important: if for any reason you later submit a different, revised or corrected, etc. invoice for that same month (which replaces or supplements the original invoice) change the ending number to " 2 " on that second invoice, then to" 3 " on the third one as needed, etc.

***** Reminder for steps 6, 7 and 8 below: Most items on the Payment Request should be input or corrected by first adjusting the corresponding linked data in that month's Expenditure Report. *****

6) Next, review and (if needed) add/correct the appropriate agency and program information in section I, including the Payment Request Amount for the month being invoiced.

7) Check and correct (if needed) the amounts in Section II, ensuring that they are consistent with the corresponding amounts in the monthly "… Exp Rpt" spreadsheets.

8) Review the other "…Pay Req" spreadsheets to ensure that all of the information is accurately carried forward also.

9) To invoice for each upcoming month, repeat steps 3 and 5-8 listed above for the appropriate pair of monthly sheets, print both sheets, obtain the required signatures, and submit as usual with a completed Compliance Certification form.

Note - NOT included here: Supplemental "13th Payment" forms - If you have any unexpended funds remaining after your last monthly invoice and for which you will request payment, the appropriate Supplemental / 13th Payment forms should be provided after December for your action. Otherwise, you will release any remaining unexpended funds back to the County as part of the **separate "Contract Annual Summary"** (formerly known as "Close-Out") **process.**

Travis County Grant Contract

PAYMENT REQUEST

Invoice Number:

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	**Program**	**Month/Year**
ATCIC	Parenting in Recovery - Child Therapist	**Jan-13**
1430 Collier Street Austin TX 78704	**Contract Term**	**PAYMENT REQUEST AMOUNT**
Phone (512) 447-4141	**Feb. 1, 2013 - Sept. 30, 2013**	**$0.00**

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	***Travis County Funds***
1. Grant Funded Program Budget	**$60,845.00**
2. Previous Payments Requested	**$0.00**
3. AMOUNT OF THIS PAYMENT REQUEST	**$0.00**
4. Total Payment Requested (Item 2 plus Item 3)	**$0.00**
5. Balance (Item 1 minus Item 4)	**$60,845.00**

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SECTION III - CERTIFICATION ***(Must be completed by Contractor)***

I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.

Preparer's Signature	Title	Date
Authorized Signature	**Title**	**Date**

SECTION IV - PAYMENT APPROVAL - *(TRAVIS CO. Staff)*		
Contract Manager's Signature	**Name and Title**	**Date**
	John C. Bradshaw Contract Specialist	

SECTION V - PAYMENT APPROVAL - *(Travis County FINANCE)*			
TC HHS & VS Financial Approval	**Name and Title**	**Date**	**AMOUNT APPROVED**
County Account Number	**Issue Area**	**Vendor ID Number**	**Purchase Order Number**

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #:

Report Period: Jan-13

Agency: **ATCIC**
Program: **Parenting in Recovery - Child Therapist**
Agency contact: First and Last Names
Phone: number, ext.
Current contract term:
E-mail: name@address.org
Fax: number, ext.
Feb. 1, 2013 - Sept. 30, 2013

Line		Approved Budget Item	Approved Budget	Actual Expenditures & Balance Expenditures	Cumulative Expenditures	Budget Balance
		PERSONNEL				
1		Salaries - REGULAR time	40,753.00	0.00	0.00	40,753.00
2		Salaries-OVERTIME (Trav.Co. only)	0.00	0.00	0.00	0.00
3		Benefits	10,454.00	0.00	0.00	10,454.00
4		Other (Specify)	0.00	0.00	0.00	0.00
A		***SUBTOTAL - PERSONNEL***	**51,207.00**	**0.00**	**0.00**	**51,207.00**
		OPERATING EXPENSES				
5		General Operating Expenses	3,808.00	0.00	0.00	3,808.00
6		Insurance/Bonding	0.00	0.00	0.00	0.00
7		Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8		Consultants / Contractual	0.00	0.00	0.00	0.00
9		Staff Travel - **within** Travis County	2,520.00	0.00	0.00	2,520.00
10		Conference/Seminars/Trng. **within** Travis Co.	0.00	0.00	0.00	0.00
11		Staff Trave[illegible]vis Co	0.00	[illegible]	[illegible]	0.00
12		Conferenc[illegible] Seminars[illegible]ng **o[illegible] of** Travis Cou[illegible]	0.00	0.00	[illegible].00	0.00
13		Equipment	[illegible]	[illegible].00	[illegible].00	0.00
14		Supplies	3,3[illegible].00	[illegible].00	[illegible].00	3,310.00
B		***SUBTOTAL - OP. EXPENSES***	**9,638.00**	**0.00**	**0.00**	**9,638.00**
		DIRECT ASSISTANCE				
15		Food / Beverage - for clients	0.00	0.00	0.00	0.00
16		Financial Assistance to Individuals (e.g., rent, mortgage, utilities)	0.00	0.00	0.00	0.00
17		Other (specify)	0.00	0.00	0.00	0.00
18			0.00	0.00	0.00	0.00
C		***SUBTOTAL: DIRECT ASSIST.***	**0.00**	**0.00**	**0.00**	**0.00**
		EQUIPMT./CAPITAL OUTLAY				
19		List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20			0.00	0.00	0.00	0.00
D		***SUBTOTAL - EQPMT./ CAPITAL***	**0.00**	**0.00**	**0.00**	**0.00**
		RECOVERED ADVANCE PAYMENTS	Note: any amounts on line **E** must be input as negative dollars (reimbursed)			
E		***SUBTOTAL: RECOVERED ADVANCE PAYMENTS***	**0.00**	**0.00**	**0.00**	**0.00**
21		**TOTALS (A+B+C+D+E)**	**60,845.00**	**0.00**	**0.00**	**60,845.00**
		Maximums Allowable	**60,845.00**			

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Preparer's Signature: _____ **Date:** _____

Authorized Signature: _____ **Date:** _____

Travis Co. USE ONLY:
Reviewed & approved by: _____ **Date:** _____

Travis County Grant Contract

PAYMENT REQUEST

Invoice Number: **TCC #1**

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	**Program**	**Month/Year**
ATCIC 1430 Collier Street Austin TX 78704 Phone (512) 447-4141	Parenting in Recovery - Child Therapist	**February 2013**
	Contract Term	**PAYMENT REQUEST AMOUNT**
	Feb. 1, 2013 - Sept. 30, 2013	**$0.00**

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	***Travis County Funds***
1. Grant Funded Program Budget	**$60,845.00**
2. Previous Payments Requested	**$0.00**
3. AMOUNT OF THIS PAYMENT REQUEST	**$0.00**
4. Total Payments Requested (Item 2 plus Item 3)	**$0.00**
5. Balance (Item 1 minus Item 4)	**$60,845.00**

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SECTION III - CERTIFICATION (*must be completed by Contractor*)

I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.

Preparer' s Signature	Title	Date
Authorized Signature	**Title**	**Date**

SECTION IV - PAYMENT APPROVAL - (*TRAVIS CO. Staff*)		
Contract Manager's Signature	**Name and Title**	**Date**
	John C. Bradshaw Contract Specialist	

SECTION V - PAYMENT APPROVAL - (*Travis County FINANCE*)			
TC HHS & VS Financial Approval	**Name and Title**	**Date**	**AMOUNT APPROVED**
County Account Number	**Issue Area**	**Vendor ID Number**	**Purchase Order Number**

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **TCC #1** **Report Period: February 2013**

Agency: **ATCIC** Program: **Parenting in Recovery - Child Therapist**
Agency contact: First and Last Names Phone: number, ext. Current contract term:
E-mail: name@address.org Fax: number, ext. Feb. 1, 2013 - Sept. 30, 2013

Line		Item	Approved Budget	Actual Expenditures & Balance		
			Approved Budget	Expenditures February 2013	Cumulative Expenditures	Budget Balance
		PERSONNEL				
1		Salaries - REGULAR time	40,753.00	0.00	0.00	40,753.00
2		Salaries-OVERTIME (Trav.Co. only)	0.00	0.00	0.00	0.00
3		Benefits	10,454.00	0.00	0.00	10,454.00
4		Other (Specify)	0.00	0.00	0.00	0.00
A		***SUBTOTAL - PERSONNEL***	**51,207.00**	**0.00**	**0.00**	**51,207.00**
		OPERATING EXPENSES				
5		General Operating Expenses	3,808.00	0.00	0.00	3,808.00
6		Insurance/Bonding	0.00	0.00	0.00	0.00
7		Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8		Consultants / Contractual	0.00	0.00	0.00	0.00
9		Staff Travel - **within** Travis County	2,520.00	0.00	0.00	2,520.00
10		Conference/Seminars/Trng. **within** Travis Co.	0.00	0.00	0.00	0.00
11		Staff Travel - **out of** Travis Co.	0.00	0.00	0.00	0.00
12		Conferences/Seminars/Trng **out of** Travis County	0.00	0.00	0.00	0.00
13		Equipment	0.00	0.00	0.00	0.00
14		Supplies	3,310.00	0.00	0.00	3,310.00
B		***SUBTOTAL - OP. EXPENSES***	**9,638.00**	**0.00**	**0.00**	**9,638.00**
		DIRECT ASSISTANCE				
15		Food / Beverage - for clients	0.00	0.00	0.00	0.00
16		Financial Assistance to Individuals (e.g., rent, mortgage, utilities)	0.00	0.00	0.00	0.00
17		Other (specify)	0.00	0.00	0.00	0.00
18		0	0.00	0.00	0.00	0.00
C		***SUBTOTAL: DIRECT ASSIST.***	**0.00**	**0.00**	**0.00**	**0.00**
		EQUIPMT./CAPITAL OUTLAY				
19		List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20		0	0.00	0.00	0.00	0.00
D		***SUBTOTAL - EQPMT./ CAPITAL***	**0.00**	**0.00**	**0.00**	**0.00**
		RECOVERED ADVANCE PAYMENTS	Note: any amounts on line **E** must be input as negative dollars (reimbursed)			
E		***SUBTOTAL: RECOVERED ADVANCE PAYMENTS***	**0.00**	**0.00**	**0.00**	**0.00**
21		**TOTALS (A+B+C+D+E)**	**60,845.00**	**0.00**	**0.00**	**60,845.00**
		Maximums Allowable	**60,845.00**			

DRAFT

Preparer's Signature: _____ **Date:** _____

Authorized Signature: _____ **Date:** _____

Travis Co. USE ONLY:
Reviewed & approved by: _____ **Date:** _____

Travis County Grant Contract

PAYMENT REQUEST

Invoice Number: **TCC #2**

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	**Program**	**Month/Year**
ATCIC 1430 Collier Street Austin TX 78704 Phone (512) 447-4141	Parenting in Recovery - Child Therapist	**March 2013**
	Contract Term	**PAYMENT REQUEST AMOUNT**
	Feb. 1, 2013 - Sept. 30, 2013	**$0.00**

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	***Travis County Funds***
1. Grant Funded Program Budget	**$60,845.00**
2. Previous Payments Requested	**$0.00**
3. AMOUNT OF THIS PAYMENT REQUEST	**$0.00**
4. Total Payments Requested (Item 2 plus Item 3)	**$0.00**
5. Balance (Item 1 minus Item 4)	**$60,845.00**

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SECTION III - CERTIFICATION (*Must be completed by Contractor*)

I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.

Authorized Signature	Title	Date
Preparer' s Signature	**Title**	**Date**

SECTION IV - PAYMENT APPROVAL - (*TRAVIS CO. Staff*)		
Contract Manager's Signature	**Name and Title**	**Date**
	John C. Bradshaw Contract Specialist	

SECTION V - PAYMENT APPROVAL - (*Travis County FINANCE*)			
TC HHS & VS Financial Approval	**Name and Title**	**Date**	**AMOUNT APPROVED**
County Account Number	**Issue Area**	**Vendor ID Number**	**Purchase Order Number**

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **TCC #2** **Report Period: March 2013**

Agency: **ATCIC** Program: **Parenting in Recovery - Child Therapist**
Agency contact: First and Last Names Phone: number, ext. Current contract term:
E-mail: name@address.org Fax: number, ext. Feb. 1, 2013 - Sept. 30, 2013

Line		Item	Approved Budget	Actual Expenditures & Balance		
			Approved Budget	Expenditures March 2013	Cumulative Expenditures	Budget Balance
		PERSONNEL				
1		Salaries - REGULAR time	40,753.00	0.00	0.00	40,753.00
2		Salaries-OVERTIME (Trav.Co. only)	0.00	0.00	0.00	0.00
3		Benefits	10,454.00	0.00	0.00	10,454.00
4		Other (Specify)	0.00	0.00	0.00	0.00
A		***SUBTOTAL - PERSONNEL***	**51,207.00**	**0.00**	**0.00**	**51,207.00**
		OPERATING EXPENSES				
5		General Operating Expenses	3,808.00	0.00	0.00	3,808.00
6		Insurance/Bonding	0.00	0.00	0.00	0.00
7		Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8		Consultants / Contractual	0.00	0.00	0.00	0.00
9		Staff Travel - **within** Travis County	2,520.00	0.00	0.00	2,520.00
10		Conference/Seminars/Trng. **within** Travis Co.	0.00	0.00	0.00	0.00
11		Staff Travel - **out of** Travis Co.	0.00	0.00	0.00	0.00
12		Conferences/Seminars/Trng **out of** Travis County	0.00	0.00	0.00	0.00
13		Equipment	0.00	0.00	0.00	0.00
14		Supplies	3,310.00	0.00	0.00	3,310.00
B		***SUBTOTAL - OPERATING EXPENSES***	**9,638.00**	**0.00**	**0.00**	**9,638.00**
		DIRECT ASSISTANCE				
15		Food / Beverage - for clients	0.00	0.00	0.00	0.00
16		Financial Assistance to Individuals (e.g., rent, mortgage, utilities)	0.00	0.00	0.00	0.00
17		Other (specify)	0.00	0.00	0.00	0.00
18		0	0.00	0.00	0.00	0.00
C		***SUBTOTAL: DIRECT ASSIST.***	**0.00**	**0.00**	**0.00**	**0.00**
		EQUIPMT./CAPITAL OUTLAY				
19		List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20		0	0.00	0.00	0.00	0.00
D		***SUBTOTAL - EQPMT./ CAPITAL***	**0.00**	**0.00**	**0.00**	**0.00**
		RECOVERED ADVANCE PAYMENTS	Note: any amounts on line **E** must be input as negative dollars (reimbursed)			
E		***SUBTOTAL: RECOVERED ADVANCE PAYMENTS***	**0.00**	**0.00**	**0.00**	**0.00**
21		**TOTALS (A+B+C+D+E)**	**60,845.00**	**0.00**	**0.00**	**60,845.00**
		Maximums Allowable	**60,845.00**			

DRAFT

Preparer's Signature: _____ **Date:** _____

Authorized Signature: _____ **Date:** _____

Travis Co. USE ONLY:
Reviewed & approved by: _____ **Date:** _____

Travis County Grant Contract

PAYMENT REQUEST

Invoice Number: **TCC #3**

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	**Program**	**Month/Year**
ATCIC 1430 Collier Street Austin TX 78704 Phone (512) 447-4141	Parenting in Recovery - Child Therapist	**April 2013**
	Contract Term	**PAYMENT REQUEST AMOUNT**
	Feb. 1, 2013 - Sept. 30, 2013	**$0.00**

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	***Travis County Funds***
1. Grant Funded Program Budget	**$60,845.00**
2. Previous Payments Requested	**$0.00**
3. AMOUNT OF THIS PAYMENT REQUEST	**$0.00**
4. Total Payments Requested (Item 2 plus Item 3)	**$0.00**
5. Balance (Item 1 minus Item 4)	**$60,845.00**

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SECTION III - CERTIFICATION (*completed by Contractor*)

I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.

Authorized Signature	Title	Date
Preparer' s Signature	**Title**	**Date**

SECTION IV - PAYMENT APPROVAL - (*TRAVIS CO. Staff*)		
Contract Manager's Signature	**Name and Title**	**Date**
	John C. Bradshaw Contract Specialist	

SECTION V - PAYMENT APPROVAL - (*Travis County FINANCE*)			
TC HHS & VS Financial Approval	**Name and Title**	**Date**	**AMOUNT APPROVED**
County Account Number	**Issue Area**	**Vendor ID Number**	**Purchase Order Number**

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **TCC #3** **Report Period: April 2013**

Agency: **ATCIC** Program: **Parenting in Recovery - Child Therapist**
Agency contact: First and Last Names Phone: number, ext. Current contract term:
E-mail: name@address.org Fax: number, ext. Feb. 1, 2013 - Sept. 30, 2013

Line		Item	Approved Budget	Actual Expenditures & Balance		
			Approved Budget	Expenditures April 2013	Cumulative Expenditures	Budget Balance
		PERSONNEL				
1		Salaries - REGULAR time	40,753.00	0.00	0.00	40,753.00
2		Salaries-OVERTIME (Trav.Co. only)	0.00	0.00	0.00	0.00
3		Benefits	10,454.00	0.00	0.00	10,454.00
4		Other (Specify)	0.00	0.00	0.00	0.00
A		***SUBTOTAL - PERSONNEL***	**51,207.00**	**0.00**	**0.00**	**51,207.00**
		OPERATING EXPENSES				
5		General Operating Expenses	3,808.00	0.00	0.00	3,808.00
6		Insurance/Bonding	0.00	0.00	0.00	0.00
7		Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8		Consultants / Contractual	0.00	0.00	0.00	0.00
9		Staff Travel - **within** Travis County	2,520.00	0.00	0.00	2,520.00
10		Conference/Seminars/Trng. **within** Travis Co.	0.00	0.00	0.00	0.00
11		Staff Travel - **out of** Travis Co.	0.00	0.00	0.00	0.00
12		Conferences/Seminars/Trng **out of** Travis County	0.00	0.00	0.00	0.00
13		Equipment	0.00		0.00	0.00
14		Supplies	3,310.00	0.00	0.00	3,310.00
B		***SUBTOTAL - OPERATING EXPENSES***	**9,638.00**	**0.00**	**0.00**	**9,638.00**
		DIRECT ASSISTANCE				
15		Food / Beverage - for clients	0.00	0.00	0.00	0.00
16		Financial Assistance to Individuals (e.g., rent, mortgage, utilities)	0.00	0.00	0.00	0.00
17		Other (specify)	0.00	0.00	0.00	0.00
18		0	0.00	0.00	0.00	0.00
C		***SUBTOTAL: DIRECT ASSIST.***	**0.00**	**0.00**	**0.00**	**0.00**
		EQUIPMT./CAPITAL OUTLAY				
19		List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20		0	0.00	0.00	0.00	0.00
D		***SUBTOTAL - EQPMT./ CAPITAL***	**0.00**	**0.00**	**0.00**	**0.00**
		RECOVERED ADVANCE PAYMENTS	Note: any amounts on line **E** must be input as negative dollars (reimbursed)			
E		***SUBTOTAL: RECOVERED ADVANCE PAYMENTS***	**0.00**	**0.00**	**0.00**	**0.00**
21		**TOTALS (A+B+C+D+E)**	**60,845.00**	**0.00**	**0.00**	**60,845.00**
		Maximums Allowable	**60,845.00**			

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Preparer's Signature: _____ **Date:** _____

Authorized Signature: _____ **Date:** _____

Travis Co. USE ONLY:
Reviewed & approved by: _____ **Date:** _____

Travis County Grant Contract

PAYMENT REQUEST

Invoice Number: **TCC #4**

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	**Program**	**Month/Year**
ATCIC 1430 Collier Street Austin TX 78704 Phone (512) 447-4141	Parenting in Recovery - Child Therapist	**May 2013**
	Contract Term	**PAYMENT REQUEST AMOUNT**
	Feb. 1, 2013 - Sept. 30, 2013	**$0.00**

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	***Travis County Funds***
1. Grant Funded Program Budget	**$60,845.00**
2. Previous Payments Requested	**$0.00**
3. AMOUNT OF THIS PAYMENT REQUEST	**$0.00**
4. Total Payment[illegible]sted ([illegible]s Item 3	**$0.00**
5. Balance (Item [illegible] minus [illegible]em 4)	**$60,845.00**

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SECTION III - CERTIFICATION (*completed by Contractor*)

I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.

Authorized Signature	Title	Date
Preparer' s Signature	**Title**	**Date**

SECTION IV - PAYMENT APPROVAL - (*TRAVIS CO. Staff*)		
Contract Manager's Signature	**Name and Title**	**Date**
	John C. Bradshaw Contract Specialist	

SECTION V - PAYMENT APPROVAL - (*Travis County FINANCE*)			
TC HHS & VS Financial Approval	**Name and Title**	**Date**	**AMOUNT APPROVED**
County Account Number	**Issue Area**	**Vendor ID Number**	**Purchase Order Number**

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **TCC #4** **Report Period: May 2013**

Agency: **ATCIC** Program: **Parenting in Recovery - Child Therapist**
Agency contact: First and Last Names Phone: number, ext. Current contract term:
E-mail: name@address.org Fax: number, ext. Feb. 1, 2013 - Sept. 30, 2013

Line		Approved Budget Item	Approved Budget	Actual Expenditures & Balance Expenditures May 2013	Cumulative Expenditures	Budget Balance
		PERSONNEL				
1		Salaries - REGULAR time	40,753.00	0.00	0.00	40,753.00
2		Salaries-OVERTIME (Trav.Co. only)	0.00	0.00	0.00	0.00
3		Benefits	10,454.00	0.00	0.00	10,454.00
4		Other (Specify)	0.00	0.00	0.00	0.00
A		***SUBTOTAL - PERSONNEL***	**51,207.00**	**0.00**	**0.00**	**51,207.00**
		OPERATING EXPENSES				
5		General Operating Expenses	3,808.00	0.00	0.00	3,808.00
6		Insurance/Bonding	0.00	0.00	0.00	0.00
7		Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8		Consultants / Contractual	0.00	0.00	0.00	0.00
9		Staff Travel - **within** Travis County	2,520.00	0.00	0.00	2,520.00
10		Conference/Seminars/Trng. **within** Travis Co.	0.00	0.00	0.00	0.00
11		Staff Travel - **out of** Travis Co.	0.00	0.00	0.00	0.00
12		Conferences/Seminars/Trng **out of** Travis County	0.00	0.00	0.00	0.00
13		Equipment	0.00	0.00	0.00	0.00
14		Supplies	3,310.00	0.00	0.00	3,310.00
B		***SUBTOTAL - OP. EXPENSES***	**9,638.00**	**0.00**	**0.00**	**9,638.00**
		DIRECT ASSISTANCE				
15		Food / Beverage - for clients	0.00	0.00	0.00	0.00
16		Financial Assistance to Individuals (e.g., rent, mortgage, utilities)	0.00	0.00	0.00	0.00
17		Other (specify)	0.00	0.00	0.00	0.00
18		0	0.00	0.00	0.00	0.00
C		***SUBTOTAL: DIRECT ASSIST.***	**0.00**	**0.00**	**0.00**	**0.00**
		EQUIPMT./CAPITAL OUTLAY				
19		List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20			0.00	0.00	0.00	0.00
D		***SUBTOTAL - EQPMT./ CAPITAL***	**0.00**	**0.00**	**0.00**	**0.00**
		RECOVERED ADVANCE PAYMENTS	Note: any amounts on line **E** must be input as negative dollars (reimbursed)			
E		***SUBTOTAL: RECOVERED ADVANCE PAYMENTS***	**0.00**	**0.00**	**0.00**	**0.00**
21		**TOTALS (A+B+C+D+E)**	**60,845.00**	**0.00**	**0.00**	**60,845.00**
		Maximums Allowable	**60,845.00**			

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Preparer's Signature: _____ **Date:** _____

Authorized Signature: _____ **Date:** _____

Travis Co. USE ONLY:
Reviewed & approved by: _____ **Date:** _____

Travis County Grant Contract

PAYMENT REQUEST

Invoice Number: **TCC #5**

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	**Program**	**Month/Year**
ATCIC 1430 Collier Street Austin TX 78704 Phone (512) 447-4141	Parenting in Recovery - Child Therapist	**June 2013**
	Contract Term	**PAYMENT REQUEST AMOUNT**
	Feb. 1, 2013 - Sept. 30, 2013	**$0.00**

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	***Travis County Funds***
1. Grant Funded Program Budget	**$60,845.00**
2. Previous Payments Requested	**$0.00**
3. AMOUNT OF THIS PAYMENT REQUEST	**$0.00**
4. Total Payments Requested (Item 2 plus Item 3)	**$0.00**
5. Balance (Item 1 minus Item 4)	**$60,845.00**

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SECTION III - CERTIFICATION ***(completed by Contractor)***

I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.

Authorized Signature	Title	Date
Preparer' s Signature	**Title**	**Date**

SECTION IV - PAYMENT APPROVAL - *(TRAVIS CO. Staff)*		
Contract Manager's Signature	**Name and Title**	**Date**
	John C. Bradshaw Contract Specialist	

SECTION V - PAYMENT APPROVAL - *(Travis County FINANCE)*			
TC HHS & VS Financial Approval	**Name and Title**	**Date**	**AMOUNT APPROVED**
County Account Number	**Issue Area**	**Vendor ID Number**	**Purchase Order Number**

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **TCC #5** **Report Period: June 2013**

Agency: **ATCIC** Program: **Parenting in Recovery - Child Therapist**
Agency contact: First and Last Names Phone: number, ext. Current contract term:
E-mail: name@address.org Fax: number, ext. Feb. 1, 2013 - Sept. 30, 2013

Line		Item	Approved Budget	Actual Expenditures & Balance		
			Approved Budget	Expenditures June 2013	Cumulative Expenditures	Budget Balance
		PERSONNEL				
1		Salaries - REGULAR time	40,753.00	0.00	0.00	40,753.00
2		Salaries-OVERTIME (Trav.Co. only)	0.00	0.00	0.00	0.00
3		Benefits	10,454.00	0.00	0.00	10,454.00
4		Other (Specify)	0.00	0.00	0.00	0.00
A		***SUBTOTAL - PERSONNEL***	**51,207.00**	**0.00**	**0.00**	**51,207.00**
		OPERATING EXPENSES				
5		General Operating Expenses	3,808.00	0.00	0.00	3,808.00
6		Insurance/Bonding	0.00	0.00	0.00	0.00
7		Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8		Consultants / Contractual	0.00	0.00	0.00	0.00
9		Staff Travel - **within** Travis County	2,520.00	0.00	0.00	2,520.00
10		Conference/Seminars/Trng. **within** Travis Co.	0.00	0.00	0.00	0.00
11		Staff Travel - **out of** Travis Co.	0.00	0.00	0.00	0.00
12		Conferences/Seminars/Trng **out of** Travis County	0.00	0.00	0.00	0.00
13		Equipment	0.00	0.00	0.00	0.00
14		Supplies	3,310.00	0.00	0.00	3,310.00
B		***SUBTOTAL - EXPENSES***	**9,638.00**	**0.00**	**0.00**	**9,638.00**
		DIRECT ASSISTANCE				
15		Food / Beverage - for clients	0.00	0.00	0.00	0.00
16		Financial Assistance to Individuals (e.g., rent, mortgage, utilities)	0.00	0.00	0.00	0.00
17		Other (specify)	0.00	0.00	0.00	0.00
18		0	0.00	0.00	0.00	0.00
C		***SUBTOTAL: DIRECT ASSIST.***	**0.00**	**0.00**	**0.00**	**0.00**
		EQUIPMT./CAPITAL OUTLAY				
19		List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20		0	0.00	0.00	0.00	0.00
D		***SUBTOTAL - EQPMT./ CAPITAL***	**0.00**	**0.00**	**0.00**	**0.00**
		RECOVERED ADVANCE PAYMENTS	Note: any amounts on line **E** must be input as negative dollars (reimbursed)			
E		***SUBTOTAL: RECOVERED ADVANCE PAYMENTS***	**0.00**	**0.00**	**0.00**	**0.00**
21		**TOTALS (A+B+C+D+E)**	**60,845.00**	**0.00**	**0.00**	**60,845.00**
		Maximums Allowable	**60,845.00**			

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Preparer's Signature: _____ **Date:** _____

Authorized Signature: _____ **Date:** _____

Travis Co. USE ONLY:
Reviewed & approved by: _____ **Date:** _____

Travis County Grant Contract

PAYMENT REQUEST

Invoice Number: **TCC #6**

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	**Program**	**Month/Year**
ATCIC 1430 Collier Street Austin TX 78704 Phone (512) 447-4141	Parenting in Recovery - Child Therapist	**July 2013**
	Contract Term	**PAYMENT REQUEST AMOUNT**
	Feb. 1, 2013 - Sept. 30, 2013	**$0.00**

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	***Travis County Funds***
1. Grant Funded Program Budget	**$60,845.00**
2. Previous Payments Requested	**$0.00**
3. AMOUNT OF THIS PAYMENT REQUEST	**$0.00**
4. Total Payments Requested (Item 2 plus Item 3)	**$0.00**
5. Balance (Item 1 minus Item 4)	**$60,845.00**

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SECTION III - CERTIFICATION (*To be completed by Contractor*)

I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.

Authorized Signature	Title	Date
Preparer' s Signature	**Title**	**Date**

SECTION IV - PAYMENT APPROVAL - (*TRAVIS CO. Staff*)		
Contract Manager's Signature	**Name and Title**	**Date**
	John C. Bradshaw Contract Specialist	

SECTION V - PAYMENT APPROVAL - (*Travis County FINANCE*)			
TC HHS & VS Financial Approval	**Name and Title**	**Date**	**AMOUNT APPROVED**
County Account Number	**Issue Area**	**Vendor ID Number**	**Purchase Order Number**

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **TCC #6** **Report Period: July 2013**

Agency: **ATCIC** Program: **Parenting in Recovery - Child Therapist**
Agency contact: First and Last Names Phone: number, ext. Current contract term:
E-mail: name@address.org Fax: number, ext. Feb. 1, 2013 - Sept. 30, 2013

Line		Item	Approved Budget	Actual Expenditures & Balance		
			Approved Budget	Expenditures July 2013	Cumulative Expenditures	Budget Balance
		PERSONNEL				
1		Salaries - REGULAR time	40,753.00	0.00	0.00	40,753.00
2		Salaries-OVERTIME (Trav.Co. only)	0.00	0.00	0.00	0.00
3		Benefits	10,454.00	0.00	0.00	10,454.00
4		Other (Specify)	0.00	0.00	0.00	0.00
A		***SUBTOTAL - PERSONNEL***	**51,207.00**	**0.00**	**0.00**	**51,207.00**
		OPERATING EXPENSES				
5		General Operating Expenses	3,808.00	0.00	0.00	3,808.00
6		Insurance/Bonding	0.00	0.00	0.00	0.00
7		Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8		Consultants / Contractual	0.00	0.00	0.00	0.00
9		Staff Travel - **within** Travis County	2,520.00	0.00	0.00	2,520.00
10		Conference/Seminars/Trng. **within** Travis Co.	0.00	0.00	0.00	0.00
11		Staff Travel - **out of** Travis Co.	0.00	0.00	0.00	0.00
12		Conferences/S...ng **out** Travis County	0.00	0.00	0.00	0.00
13		Equipment	0.00	0.00	0.00	0.00
14		Supplies	3,310.00	0.00	0.00	3,310.00
B		***SUBTOTAL - OP. EXPENSES***	**9,638.00**	**0.00**	**0.00**	**9,638.00**
		DIRECT ASSISTANCE				
15		Food / Beverage - for clients	0.00	0.00	0.00	0.00
16		Financial Assistance to Individuals (e.g., rent, mortgage, utilities)	0.00	0.00	0.00	0.00
17		Other (specify)	0.00	0.00	0.00	0.00
18		0	0.00	0.00	0.00	0.00
C		***SUBTOTAL: DIRECT ASSIST.***	**0.00**	**0.00**	**0.00**	**0.00**
		EQUIPMT./CAPITAL OUTLAY				
19		List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20		0	0.00	0.00	0.00	0.00
D		***SUBTOTAL - EQPMT./ CAPITAL***	**0.00**	**0.00**	**0.00**	**0.00**
		RECOVERED ADVANCE PAYMENTS	Note: any amounts on line **E** must be input as negative dollars (reimbursed)			
E		***SUBTOTAL: RECOVERED ADVANCE PAYMENTS***	**0.00**	**0.00**	**0.00**	**0.00**
21		**TOTALS (A+B+C+D+E)**	**60,845.00**	**0.00**	**0.00**	**60,845.00**
		Maximums Allowable	**60,845.00**			

DRAFT

Preparer's Signature: _____ **Date:** _____

Authorized Signature: _____ **Date:** _____

Travis Co. USE ONLY:
Reviewed & approved by: _____ **Date:** _____

Travis County Grant Contract

PAYMENT REQUEST

Invoice Number: **TCC #7**

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	**Program**	**Month/Year**
ATCIC 1430 Collier Street Austin TX 78704 Phone (512) 447-4141	Parenting in Recovery - Child Therapist	**August 2013**
	Contract Term	**PAYMENT REQUEST AMOUNT**
	Feb. 1, 2013 - Sept. 30, 2013	**$0.00**

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	***Travis County Funds***
1. Grant Funded Program Budget	**$60,845.00**
2. Previous Payments Requested	**$0.00**
3. AMOUNT OF THIS PAYMENT REQUEST	**$0.00**
4. Total Payments Requested (Item 2 plus Item 3)	**$0.00**
5. Balance (Item 1 minus Item 4)	**$60,845.00**

DRAFT

SECTION III - CERTIFICATION (*Must be completed by Contractor*)

I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.

Authorized Signature	Title	Date
Preparer' s Signature	**Title**	**Date**

SECTION IV - PAYMENT APPROVAL - (*TRAVIS CO. Staff*)		
Contract Manager's Signature	**Name and Title**	**Date**
	John C. Bradshaw Contract Specialist	

SECTION V - PAYMENT APPROVAL - (*Travis County FINANCE*)			
TC HHS & VS Financial Approval	**Name and Title**	**Date**	**AMOUNT APPROVED**
County Account Number	**Issue Area**	**Vendor ID Number**	**Purchase Order Number**

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **TCC #7** **Report Period: August 2013**

Agency: **ATCIC** Program: **Parenting in Recovery - Child Therapist**
Agency contact: First and Last Names Phone: number, ext. Current contract term:
E-mail: name@address.org Fax: number, ext. Feb. 1, 2013 - Sept. 30, 2013

Line	Item	Approved Budget	Actual Expenditures & Balance		
		Approved Budget	Expenditures August 2013	Cumulative Expenditures	Budget Balance
	PERSONNEL				
1	Salaries - REGULAR time	40,753.00	0.00	0.00	40,753.00
2	Salaries-OVERTIME (Trav.Co. only)	0.00	0.00	0.00	0.00
3	Benefits	10,454.00	0.00	0.00	10,454.00
4	Other (Specify)	0.00	0.00	0.00	0.00
A	***SUBTOTAL - PERSONNEL***	**51,207.00**	**0.00**	**0.00**	**51,207.00**
	OPERATING EXPENSES				
5	General Operating Expenses	3,808.00	0.00	0.00	3,808.00
6	Insurance/Bonding	0.00	0.00	0.00	0.00
7	Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8	Consultants / Contractual	0.00	0.00	0.00	0.00
9	Staff Travel - **within** Travis County	2,520.00	0.00	0.00	2,520.00
10	Conference/Seminars/Trng. **within** Travis Co.	0.00	0.00	0.00	0.00
11	Staff Travel - **out of** Travis Co.	0.00	0.00	0.00	0.00
12	Conferences/Seminars/Trng **out of** Travis County	0.00	0.00	0.00	0.00
13	Equipment	0.00	0.00	0.00	0.00
14	Supplies	3,310.00	0.00	0.00	3,310.00
B	***SUBTOTAL - OP. EXPENSES***	**9,638.00**	**0.00**	**0.00**	**9,638.00**
	DIRECT ASSISTANCE				
15	Food / Beverage - for clients	0.00	0.00	0.00	0.00
16	Financial Assistance to Individuals (e.g., rent, mortgage, utilities)	0.00	0.00	0.00	0.00
17	Other (specify)	0.00	0.00	0.00	0.00
18	0	0.00	0.00	0.00	0.00
C	***SUBTOTAL: DIRECT ASSIST.***	**0.00**	**0.00**	**0.00**	**0.00**
	EQUIPMT./CAPITAL OUTLAY				
19	List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20	0	0.00	0.00	0.00	0.00
D	***SUBTOTAL - EQPMT./ CAPITAL***	**0.00**	**0.00**	**0.00**	**0.00**
	RECOVERED ADVANCE PAYMENTS	Note: any amounts on line **E** must be input as negative dollars (reimbursed)			
E	***SUBTOTAL: RECOVERED ADVANCE PAYMENTS***	**0.00**	**0.00**	**0.00**	**0.00**
21	**TOTALS (A+B+C+D+E)**	**60,845.00**	**0.00**	**0.00**	**60,845.00**
	Maximums Allowable	**60,845.00**			

DRAFT

Preparer's Signature: _____ **Date:** _____

Authorized Signature: _____ **Date:** _____

Travis Co. USE ONLY:
Reviewed & approved by: _____ **Date:** _____

Travis County Grant Contract

PAYMENT REQUEST

Invoice Number: **TCC #8**

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	**Program**	**Month/Year**
ATCIC 1430 Collier Street Austin TX 78704 Phone (512) 447-4141	Parenting in Recovery - Child Therapist	**September 2013**
	Contract Term	**PAYMENT REQUEST AMOUNT**
	Feb. 1, 2013 - Sept. 30, 2013	**$0.00**

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	***Travis County Funds***
1. Grant Funded Program Budget	**$60,845.00**
2. Previous Payments Requested	**$0.00**
3. AMOUNT OF THIS PAYMENT REQUEST	**$0.00**
4. Total Payments Requested (Item 2 plus Item 3)	**$0.00**
5. Balance (Item 1 minus Item 4)	**$60,845.00**

DRAFT

SECTION III - CERTIFICATION (*completed by Contractor*)		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Authorized Signature	**Title**	**Date**
Preparer' s Signature	**Title**	**Date**

SECTION IV - PAYMENT APPROVAL - (*TRAVIS CO. Staff*)		
Contract Manager's Signature	**Name and Title**	**Date**
	John C. Bradshaw Contract Specialist	

SECTION V - PAYMENT APPROVAL - (*Travis County FINANCE*)			
TC HHS & VS Financial Approval	**Name and Title**	**Date**	**AMOUNT APPROVED**
County Account Number	**Issue Area**	**Vendor ID Number**	**Purchase Order Number**

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: **TCC #8** **Report Period: September 2013**

Agency: **ATCIC** Program: **Parenting in Recovery - Child Therapist**
Agency contact: First and Last Names Phone: number, ext. Current contract term:
E-mail: name@address.org Fax: number, ext. Feb. 1, 2013 - Sept. 30, 2013

Line		Item	Approved Budget	Actual Expenditures & Balance		
			Approved Budget	Expenditures September 2013	Cumulative Expenditures	Budget Balance
		PERSONNEL				
1		Salaries - REGULAR time	40,753.00	0.00	0.00	40,753.00
2		Salaries-OVERTIME (Trav.Co. only)	0.00	0.00	0.00	0.00
3		Benefits	10,454.00	0.00	0.00	10,454.00
4		Other (Specify)	0.00	0.00	0.00	0.00
A		***SUBTOTAL - PERSONNEL***	**51,207.00**	**0.00**	**0.00**	**51,207.00**
		OPERATING EXPENSES				
5		General Operating Expenses	3,808.00	0.00	0.00	3,808.00
6		Insurance/Bonding	0.00	0.00	0.00	0.00
7		Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8		Consultants / Contractual	0.00	0.00	0.00	0.00
9		Staff Travel - **within** Travis County	2,520.00	0.00	0.00	2,520.00
10		Conference/Seminars/Trng. **within** Travis Co.	0.00	0.00	0.00	0.00
11		Staff Travel - **out of** Travis Co.	0.00	0.00	0.00	0.00
12		Conferences/Seminars/Trng **outside** Travis County	0.00	0.00	0.00	0.00
13		Equipment	0.00	0.00	0.00	0.00
14		Supplies	3,310.00	0.00	0.00	3,310.00
B		***SUBTOTAL - OPERATING EXPENSES***	**9,638.00**	**0.00**	**0.00**	**9,638.00**
		DIRECT ASSISTANCE				
15		Food / Beverage - for clients	0.00	0.00	0.00	0.00
16		Financial Assistance to Individuals (e.g., rent, mortgage, utilities)	0.00	0.00	0.00	0.00
17		Other (specify)	0.00	0.00	0.00	0.00
18		0	0.00	0.00	0.00	0.00
C		***SUBTOTAL: DIRECT ASSIST.***	**0.00**	**0.00**	**0.00**	**0.00**
		EQUIPMT./CAPITAL OUTLAY				
19		List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20		0	0.00	0.00	0.00	0.00
D		***SUBTOTAL - EQPMT./ CAPITAL***	**0.00**	**0.00**	**0.00**	**0.00**
		RECOVERED ADVANCE PAYMENTS	Note: any amounts on line **E** must be input as negative dollars (reimbursed)			
E		***SUBTOTAL: RECOVERED ADVANCE PAYMENTS***	**0.00**	**0.00**	**0.00**	**0.00**
21		**TOTALS (A+B+C+D+E)**	**60,845.00**	**0.00**	**0.00**	**60,845.00**
		Maximums Allowable	**60,845.00**			

DRAFT

Preparer's Signature: _____ **Date:** _____

Authorized Signature: _____ **Date:** _____

Travis Co. USE ONLY:
Reviewed & approved by: _____ **Date:** _____

Travis County Grant Contract

PAYMENT REQUEST

Invoice Number:

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	**Program**	**Month/Year**
ATCIC 1430 Collier Street Austin TX 78704 Phone (512) 447-4141	Parenting in Recovery - Child Therapist	**October 2012**
	Contract Term	**PAYMENT REQUEST AMOUNT**
		$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	***Travis County Funds***
1. Grant Funded Program Budget	**$60,845.00**
2. Previous Payments Requested	**$0.00**
3. AMOUNT OF THIS PAYMENT REQUEST	**$0.00**
4. Total Payments Requested (Item 2 plus Item 3)	**$0.00**
5. Balance (Item 1 minus Item 4)	**$60,845.00**

DRAFT

SECTION III - CERTIFICATION (*completed by Contractor*)

I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.

Authorized Signature	Title	Date
Preparer' s Signature	**Title**	**Date**

SECTION IV - PAYMENT APPROVAL - (*TRAVIS CO. Staff*)		
Contract Manager's Signature	**Name and Title**	**Date**
	John C. Bradshaw Contract Specialist	

SECTION V - PAYMENT APPROVAL - (*Travis County FINANCE*)			
TC HHS & VS Financial Approval	**Name and Title**	**Date**	**AMOUNT APPROVED**
County Account Number	**Issue Area**	**Vendor ID Number**	**Purchase Order Number**

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: 0 **Report Period: October 2012**

Agency: **ATCIC** Program: **Parenting in Recovery - Child Therapist**
Agency contact: First and Last Names Phone: number, ext. Current contract term:
E-mail: name@address.org Fax: number, ext. Feb. 1, 2013 - Sept. 30, 2013

Line		Approved Budget Item	Approved Budget	Actual Expenditures & Balance Expenditures October 2012	Cumulative Expenditures	Budget Balance
		PERSONNEL				
1		Salaries - REGULAR time	40,753.00	0.00	0.00	40,753.00
2		Salaries-OVERTIME (Trav.Co. only)	0.00	0.00	0.00	0.00
3		Benefits	10,454.00	0.00	0.00	10,454.00
4		Other (Specify)	0.00	0.00	0.00	0.00
A		***SUBTOTAL - PERSONNEL***	**51,207.00**	**0.00**	**0.00**	**51,207.00**
		OPERATING EXPENSES				
5		General Operating Expenses	3,808.00	0.00	0.00	3,808.00
6		Insurance/Bonding	0.00	0.00	0.00	0.00
7		Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8		Consultants / Contractual	0.00	0.00	0.00	0.00
9		Staff Travel - **within** Travis County	2,520.00	0.00	0.00	2,520.00
10		Conference/Seminars/Trng. **within** Travis Co.	0.00	0.00	0.00	0.00
11		Staff Travel - **out of** Travis Co.	0.00	0.00	0.00	0.00
12		Conferences/Seminars/Trng. **out of** Travis County	0.00		0.00	0.00
13		Equipment	0.00	0.00	0.00	0.00
14		Supplies	3,310.00	0.00	0.00	3,310.00
B		***SUBTOTAL - OP. EXPENSES***	**9,638.00**	**0.00**	**0.00**	**9,638.00**
		DIRECT ASSISTANCE				
15		Food / Beverage - for clients	0.00	0.00	0.00	0.00
16		Financial Assistance to Individuals (e.g., rent, mortgage, utilities)	0.00	0.00	0.00	0.00
17		Other (specify)	0.00	0.00	0.00	0.00
18		0	0.00	0.00	0.00	0.00
C		***SUBTOTAL: DIRECT ASSIST.***	**0.00**	**0.00**	**0.00**	**0.00**
		EQUIPMT./CAPITAL OUTLAY				
19		List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20		0	0.00	0.00	0.00	0.00
D		***SUBTOTAL - EQPMT./ CAPITAL***	**0.00**	**0.00**	**0.00**	**0.00**
		RECOVERED ADVANCE PAYMENTS	Note: any amounts on line **E** must be input as negative dollars (reimbursed)			
E		***SUBTOTAL: RECOVERED ADVANCE PAYMENTS***	**0.00**	**0.00**	**0.00**	**0.00**
21		**TOTALS (A+B+C+D+E)**	**60,845.00**	**0.00**	**0.00**	**60,845.00**
		Maximums Allowable	**60,845.00**	**60,845.00**	**60,845.00**	

DRAFT

Preparer's Signature: _____ **Date:** _____

Authorized Signature: _____ **Date:** _____

Travis Co. USE ONLY:
Reviewed & approved by: _____ **Date:** _____

Travis County Grant Contract

PAYMENT REQUEST

Invoice Number:

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	**Program**	**Month/Year**
ATCIC 1430 Collier Street Austin TX 78704 Phone (512) 447-4141	Parenting in Recovery - Child Therapist	**November 2012**
	Contract Term	**PAYMENT REQUEST AMOUNT**
		$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	***Travis County Funds***
1. Grant Funded Program Budget	**$60,845.00**
2. Previous Payments Requested	**$0.00**
3. AMOUNT OF THIS PAYMENT REQUEST	**$0.00**
4. Total Payment Requested (Item 2 plus Item 3)	**$0.00**
5. Balance (Item 1 minus Item 4)	**$60,845.00**

DRAFT

SECTION III - CERTIFICATION (*must be completed by Contractor*)

I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.

Authorized Signature	Title	Date
Preparer' s Signature	**Title**	**Date**

SECTION IV - PAYMENT APPROVAL - (*TRAVIS CO. Staff*)		
Contract Manager's Signature	**Name and Title**	**Date**
	John C. Bradshaw Contract Specialist	

SECTION V - PAYMENT APPROVAL - (*Travis County FINANCE*)			
TC HHS & VS Financial Approval	**Name and Title**	**Date**	**AMOUNT APPROVED**
County Account Number	**Issue Area**	**Vendor ID Number**	**Purchase Order Number**

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: 0 **Report Period: November 2012**

Agency: **ATCIC** Program: **Parenting in Recovery - Child Therapist**
Agency contact: First and Last Names Phone: number, ext. Current contract term:
E-mail: name@address.org Fax: number, ext. Feb. 1, 2013 - Sept. 30, 2013

Line		Approved Budget Item	Approved Budget	Actual Expenditures & Balance Expenditures November 2012	Cumulative Expenditures	Budget Balance
		PERSONNEL				
1		Salaries - REGULAR time	40,753.00	0.00	0.00	40,753.00
2		Salaries-OVERTIME (Trav.Co. only)	0.00	0.00	0.00	0.00
3		Benefits	10,454.00	0.00	0.00	10,454.00
4		Other (Specify)	0.00	0.00	0.00	0.00
A		***SUBTOTAL - PERSONNEL***	**51,207.00**	**0.00**	**0.00**	**51,207.00**
		OPERATING EXPENSES				
5		General Operating Expenses	3,808.00	0.00	0.00	3,808.00
6		Insurance/Bonding	0.00	0.00	0.00	0.00
7		Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8		Consultants / Contractual	0.00	0.00	0.00	0.00
9		Staff Travel - **within** Travis County	2,520.00	0.00	0.00	2,520.00
10		Conference/Seminars/Trng. **within** Travis Co.	0.00	0.00	0.00	0.00
11		Staff Travel - **out** of Travis Co.	0.00	0.00	0.00	0.00
12		Conferences/Seminars/Trng. **out** of Travis County	0.00	0.00	0.00	0.00
13		Equipment	0.00	0.00	0.00	0.00
14		Supplies	3,310.00	0.00	0.00	3,310.00
B		***SUBTOTAL - OP. EXPENSES***	**9,638.00**	**0.00**	**0.00**	**9,638.00**
		DIRECT ASSISTANCE				
15		Food / Beverage - for clients	0.00	0.00	0.00	0.00
16		Financial Assistance to Individuals (e.g., rent, mortgage, utilities)	0.00	0.00	0.00	0.00
17		Other (specify)	0.00	0.00	0.00	0.00
18		0	0.00	0.00	0.00	0.00
C		***SUBTOTAL: DIRECT ASSIST.***	**0.00**	**0.00**	**0.00**	**0.00**
		EQUIPMT./CAPITAL OUTLAY				
19		List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20		0	0.00	0.00	0.00	0.00
D		***SUBTOTAL - EQPMT./ CAPITAL***	**0.00**	**0.00**	**0.00**	**0.00**
		RECOVERED ADVANCE PAYMENTS	Note: any amounts on line **E** must be input as negative dollars (reimbursed)			
E		***SUBTOTAL: RECOVERED ADVANCE PAYMENTS***	**0.00**	**0.00**	**0.00**	**0.00**
21		**TOTALS (A+B+C+D+E)**	**60,845.00**	**0.00**	**0.00**	**60,845.00**
		Maximums Allowable	**60,845.00**	**60,845.00**	**60,845.00**	

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Preparer's Signature: _____ **Date:** _____

Authorized Signature: _____ **Date:** _____

Travis Co. USE ONLY:
Reviewed & approved by: _____ **Date:** _____

Travis County Grant Contract

PAYMENT REQUEST

Invoice Number:

IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice

SECTION I - CURRENT PAYMENT DATA		
Agency	**Program**	**Month/Year**
ATCIC 1430 Collier Street Austin TX 78704 Phone (512) 447-4141	Parenting in Recovery - Child Therapist	**December 2012**
	Contract Term	**PAYMENT REQUEST AMOUNT**
		$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	***Travis County Funds***
1. Grant Funded Program Budget	**$60,845.00**
2. Previous Payments Requested	**$0.00**
3. AMOUNT OF THIS PAYMENT REQUEST	**$0.00**
4. Total Payments Requested (Item 2 plus Item 3)	**$0.00**
5. Balance (Item 1 minus Item 4)	**$60,845.00**

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SECTION III - CERTIFICATION (*must be completed by Contractor*)

I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.

Authorized Signature	Title	Date
Preparer' s Signature	**Title**	**Date**

SECTION IV - PAYMENT APPROVAL - (*TRAVIS CO. Staff*)		
Contract Manager's Signature	**Name and Title**	**Date**
	John C. Bradshaw Contract Specialist	

SECTION V - PAYMENT APPROVAL - (*Travis County FINANCE*)			
TC HHS & VS Financial Approval	**Name and Title**	**Date**	**AMOUNT APPROVED**
County Account Number	**Issue Area**	**Vendor ID Number**	**Purchase Order Number**

Staff Comments:

TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #: 0 **Report Period: December 2012**

Agency: **ATCIC** Program: **Parenting in Recovery - Child Therapist**
Agency contact: First and Last Names Phone: number, ext. Current contract term:
E-mail: name@address.org Fax: number, ext. Feb. 1, 2013 - Sept. 30, 2013

Line		Approved Budget Item	Approved Budget	Actual Expenditures & Balance Expenditures December 2012	Cumulative Expenditures	Budget Balance
		PERSONNEL				
1		Salaries - REGULAR time	40,753.00	0.00	0.00	40,753.00
2		Salaries-OVERTIME (Trav.Co. only)	0.00	0.00	0.00	0.00
3		Benefits	10,454.00	0.00	0.00	10,454.00
4		Other (Specify)	0.00	0.00	0.00	0.00
A		***SUBTOTAL - PERSONNEL***	**51,207.00**	**0.00**	**0.00**	**51,207.00**
		OPERATING EXPENSES				
5		General Operating Expenses	3,808.00	0.00	0.00	3,808.00
6		Insurance/Bonding	0.00	0.00	0.00	0.00
7		Audit Expenses (for Travis Co. funds, include pro-rata share only)	0.00	0.00	0.00	0.00
8		Consultants / Contractual	0.00	0.00	0.00	0.00
9		Staff Travel - **within** Travis County	2,520.00	0.00	0.00	2,520.00
10		Conference/Seminars/Trng. **within** Travis Co.	0.00	0.00	0.00	0.00
11		Staff Travel - **out of** Travis Co.	0.00	0.00	0.00	0.00
12		Conferences/Seminars/Trng. **out** Travis County	0.00	0.00	0.00	0.00
13		Equipment	0.00	0.00	0.00	0.00
14		Supplies	3,310.00	0.00	0.00	3,310.00
B		***SUBTOTAL - OP. EXPENSES***	**9,638.00**	**0.00**	**0.00**	**9,638.00**
		DIRECT ASSISTANCE				
15		Food / Beverage - for clients	0.00	0.00	0.00	0.00
16		Financial Assistance to Individuals (e.g., rent, mortgage, utilities)	0.00	0.00	0.00	0.00
17		Other (specify)	0.00	0.00	0.00	0.00
18		0	0.00	0.00	0.00	0.00
C		***SUBTOTAL: DIRECT ASSIST.***	**0.00**	**0.00**	**0.00**	**0.00**
		EQUIPMT./CAPITAL OUTLAY				
19		List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
20		0	0.00	0.00	0.00	0.00
D		***SUBTOTAL - EQPMT./ CAPITAL***	**0.00**	**0.00**	**0.00**	**0.00**
		RECOVERED ADVANCE PAYMENTS	Note: any amounts on line **E** must be input as negative dollars (reimbursed)			
E		***SUBTOTAL: RECOVERED ADVANCE PAYMENTS***	**0.00**	**0.00**	**0.00**	**0.00**
21		**TOTALS (A+B+C+D+E)**	**60,845.00**	**0.00**	**0.00**	**60,845.00**
		Maximums Allowable	**60,845.00**	**60,845.00**	**60,845.00**	

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Preparer's Signature: _____ **Date:** _____

Authorized Signature: _____ **Date:** _____

Travis Co. USE ONLY:
Reviewed & approved by: _____ **Date:** _____

BUDGET REVISION REQUEST - GRANT CONTRACTS

Travis County Health and Human Services and Veterans Service

Agency Name: ATCIC

Program Name: Parenting in Recovery - Child Therapist

Revision Number: (No.)

Effective Date for Revision: (date to be effective)

Revision for: TRAVIS COUNTY Funding Only

AGENCY: Refer to any applicable contract section(s) and / or attachment(s) when using this form

Contract Term: Feb. 1, 2013 to Sept. 30, 2013

Notice: the line items in this form are NOT directly linked to the monthly "...Exp Rpt" forms - you must still input your revised budget line items (when approved) into the next applicable monthly "...Exp Rpt" form as usual

Line		Item	Approved Budget	Prior Approval Required ?	Adjustment Amt. (indicate + or -)	Revised Budget
		PERSONNEL				
1		Salaries - REGULAR time				0.00
2		Salaries-OVERTIME (Trav.Co. only)				0.00
3		Benefits				0.00
4		Other (Specify)		YES		0.00
A		***SUBTOTAL - PERSONNEL***	**0.00**		**0.00**	**0.00**
		OPERATING EXPENSES				
5		General Operating Expenses				0.00
6		Insurance/Bonding				0.00
7		Audit Expenses (for Travis Co. funds, include pro-rata share only)				0.00
8		Consultants / Contractual				0.00
9		Staff Travel - **within** Trav County				0.00
10		Conference/Seminars/Tr **within** Tra Co.				0.00
11		Staff Travel - **out of** Trav Co.		YE		0.00
12		County		YE		0.00
13		Other (specify)		YE		0.00
14		#REF!		YES		0.00
B		***SUBTOTAL - OPER. EXPENSES***	**0.00**		**0.00**	**0.00**
		DIRECT ASSISTANCE				
15		Food / Beverage - for clients				0.00
16		Financial Assistance to Individuals (e.g., rent, mortgage, utilities)				0.00
17		Other (specify)		YES		0.00
18		#REF!		YES		0.00
C		***SUBTOTAL: DIRECT ASSIST.***	**0.00**		**0.00**	**0.00**
		EQUIPMT./CAPITAL OUTLAY				
19		List items (specify equipmt/capit.)		YES		0.00
20		#REF!		YES		0.00
D		***SUBTOTAL - EQPMT./ CAPITAL***	**0.00**		**0.00**	**0.00**
21		**TOTALS (A+B+C+D+E)**	**0.00**		**0.00**	**0.00**

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Preparer's Signature: _____ **Date:** _____

Authorized Signature: _____ **Date:** _____

Travis Co. USE ONLY:

Reviewed & approved by: _____ **Date:** _____

OUT OF TOWN TRAVEL FORM

NAME OF CONTRACTOR:_____

DATE OF SUBMISSION:_____

PURPOSE OF TRAVEL AND RELATIONSHIP TO COUNTY BUSINESS:
_____
_____

DESTINATION:_____

DATE: From _____ to _____

INDIVIDUALS PARTICIPATING:	RELATIONSHIP TO CONTRACT PURPOSE:
_____	_____
_____	_____
_____	_____
_____	_____

COSTS:

Lodging (Total): $_____
Details: _____
Meals (Total): $_____
Details: _____
Transportation (Total): $_____
Details: _____

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SIGNATURE:_____
Printed Name:_____
Title:_____
Date:_____

ATTACHMENT C
INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the **Contractor and to Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. NOTE: Texas Council Risk Management Fund (TCRMF) is the Center administrator of the Fund. Not AM Best rated

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

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NOTE: TCRMF does not issue "Certificates of Insurance". The method to provide proof of insurance is through a letter format called a "Verification of Insurance".

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced.

Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the **Contractor and Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

ATCIC is a governmental entity and Employers' Liability is not required

3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
   a. Waiver of Subrogation (Form 420304)
   b. Thirty (30) day Notice of Cancellation (Form 420601)

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B. Commercial General Liability Insurance

1. Minimum limit:
   $500,000***** per occurrence for coverage A and B with a
   $1,000,000 policy aggregate

2. The Policy shall contain or be endorsed as follows:
   a. Blanket liability is not included in ATCIC policy because of Tort Limits/governmental entity.
   b. Independent Contractor Coverage

3. The Policy shall also include the following endorsements in favor of Travis County

4. a. Waiver of Subrogation (Form CG 2404)
   b. Thirty (30) day Notice of Cancellation (Form CG 0205)
   c. Travis County named as additional insured (Form CG 2010)

*** Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

$ 1,000,000 per occurrence with a
$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of $300,000***** per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
   a. Waiver of Subrogation (Form TE 2046A)
   b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
   c. Travis County named as additional insured (Form TE 9901B)

† **Alternative Insurance Requirement**
If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of
$ 100,000/$300,000/$50,000
may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of $1,000,000 per claim /$3,000,000 aggregate to cover injury in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract. NOTE: The policy is not child/adult/specific-policy is all inclusive.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates. NOTE: As long as Center is with TCRMF this requirement stays in effect and there is no extended dates included on the verification of insurance. Tail insurance is dated.

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3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than $5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date:_____
Name of Affiant:_____
Title of Affiant:_____
Business Name of Proponent:_____
County of Proponent:_____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.

2. Affiant is fully aware of the facts stated in this affidavit.

3. Affiant can read the English language.

4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".

5. Affiant has personally read Exhibit "1" to this Affidavit.

6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 36 month period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

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_____
Signature of Affiant

_____
Address

SUBSCRIBED AND SWORN TO before me by_____on_____, 20____.

_____

Notary Public, State of _____

Typed or printed name of notary
My commission expires:_____

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
January 16, 2013

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Vacant	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	Charyln Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Barbara Smith*	
Commissioner, Precinct 4	Ma[illegible]ret Gon[illegible]	
Executive Assistant	Edit[illegible] Moreid	
Executive Assistant	[illegible]na Gue[illegible]a	
County Treasurer	D[illegible]ares O[illegible]ga-[illegible]r	
County Auditor	Nic[illegible] Ril[illegible]*	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder*	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer	Tanya Acevedo	
Interim Chief Information Officer	Rod Brown	
Interim Chief Information Officer	Walter Lagrone	
Director, Records Mgment & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Elizabeth Winn	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Attorney, Health Services Division	Prema Gregerson	
Purchasing Agent	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	

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Purchasing Agent Assistant IV .....CW Bruner, CTP
Purchasing Agent Assistant IV .....Lee Perry
Purchasing Agent Assistant IV .....Jason Walker
Purchasing Agent Assistant IV .....Richard Villareal
Purchasing Agent Assistant IV .....Patrick Strittmatter
Purchasing Agent Assistant IV .....Lori Clyde, CPPO, CPPB
Purchasing Agent Assistant IV .....Scott Wilson, CPPB
Purchasing Agent Assistant IV .....Jorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IV .....Loren Breland, CPPB
Purchasing Agent Assistant IV .....John E. Pena, CTPM
Purchasing Agent Assistant IV .....Rosalinda Garcia
Purchasing Agent Assistant IV .....Angel Gomez*
Purchasing Agent Assistant III .....Shannon Pleasant, CTPM
Purchasing Agent Assistant III .....David Walch
Purchasing Agent Assistant III .....Michael Long, CPPB
Purchasing Agent Assistant III .....Nancy Barchus, CPPB
Purchasing Agent Assistant III .....Jesse Herrera, CTP, CTPM, CTCM*
Purchasing Agent Assistant III .....Sydney Ceder*
Purchasing Agent Assistant III .....Vacant
Purchasing Agent Assistant II.....Vacant
Purchasing Agent Assistant II.....L. Wade Laursen*
Purchasing Agent Assistant II.....Sam Francis*
HUB Coordinator.....Sylvia Lopez
HUB Specialist .....Betty Chapa
HUB Specialist .....Jerome Guerrero
Purchasing Business Analyst .....Scott Worthington
Purchasing Business Analyst .....Jennifer Francis

FORMER EMPLOYEES

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Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M.	03/14/13
Attorney, Transactions Division	Tamara Armstrong	03/30/13
Executive Assistant	Lori Duarte	06/15/13
Chief Information Officer	Joe Harlow	07/31/13
County Auditor	Susan Spataro, CPA	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.	09/26/13
Executive Assistant	Cheryl Aker	10/05/13
Purchasing Agent Assistant II	Jayne Rybak, CTP	12/14/13
Commissioner, Precinct 3	Karen Huber	01/01/14
Executive Assistant	Garry Brown	01/01/14
Executive Assistant	Julie Wheeler	01/01/14
Executive Assistant	Jacob Cottingham	01/01/14

* - Identifies employees who have been in that position less than a year.

OMB Approval No. 4040-0007
Expiration Date: 06/30/2014

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any au[illegible]represe[illegible]ess to a[illegible] the right to ex[illegible]mine all [illegible]ecor[illegible], books, [illegible]apers, [illegible]r documents rela[illegible]d to the [illegible]ward and will [illegible]establis[illegible] a proper accounti[illegible]g system [illegible]acc[illegible]dan[illegible]with gen[illegible]ally accepted accou[illegible]ing stand[illegible]ds o[illegible]agency [illegible]ective[illegible].

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation [illegible]1[illegible]-616), as amended, relating to nondiscriminat[illegible]n on the basis of alcohol abuse or alcoholism; (g[illegible]§§523 and 527 of the Public Health Service Act of [illegible]912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amende[illegible], relating to confidentiality of alcohol and drug abus[illegible] patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

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

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

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

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

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

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED
	January 14, 2013

Standard Form 424B (Rev. 7-97) Back

CERTIFICATION REGARDING LOBBYING

Was this page helpful?

YES NO

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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.

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(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature

_____

Title

_____

Organization

_____

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, if known: **Congressional District**, if known: 4c	**Congressional District**, if known:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, if applicable: _____
8. Federal Action Number, if known:	**9. Award Amount**, if known: $
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	**b. Individuals Performing Services** (including address if different from No. 10a) (last name, first name, MI):

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11.	Signature: _____
Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (LOWER TIER)

Was this page helpful?

☐ YES ☐ NO

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,'' without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a

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person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

****

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

U.S. Department of Health and Human Services
370 L'Enfant Promenade, S.W.
Washington, D.C. 20447

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Was this page helpful?

☐ YES ☐ NO

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central pint is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

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2. The certification set out below is a material representation of fact upon which reliance will be placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. For grantees other than individuals, Alternate I applies.

4. For grantees who are individuals, Alternate II applies.

5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).

8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through

1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

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	USAJobs.gov

Certification Regarding Drug-Free Workplace Requirements

Alternate I. (Grantees Other Than Individuals)

The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

1. Abide by the terms of the statement; and
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

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2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

_____

_____

Check if there are workplaces on file that are not identified here.

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

[55 FR 21690, 21702, May 25, 1990]

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Was this page helpful?

☐ YES ☐ NO

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are r... Failure t... the provisio... of the law ... in the imposition of a civil ...onetary pe...lty of ...o to $1,000 ...er violati... a... Vor the in...position of an administrative compli...e order on ... res...nsible ent...

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CERTIFICATION REGARDING MAINTENANCE OF EFFORT

Was this page helpful?

☐ YES ☐ NO

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the _____ Program by _____ (Applicant Organization), will be in addition to, and not in substitution for, comparable activities previously carried on without Federal assistance.

_____
Signature of Authorized Certifying Official

_____
Title

_____
Date

DRAFT

Acknowledgement of Federal Funding

As required by U.S. Department of Health and Human Services (HHS) appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

Activities Abroad

HHS recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq*., prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 91.

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Civil Rights Act of 1964 (Title VI)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq*., provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 80.

Confidentiality of Patient/Client Records

Section 543 of the PHS Act, 42 U.S.C. 290dd-2, requires that records of substance abuse patients be kept confidential except under specified circumstances and purposes. The covered records are those that include the identity, diagnosis, prognosis, or treatment of any patient maintained in connection with any program or activity relating to substance abuse education, prevention, training, treatment, rehabilitation, or research that is conducted, regulated, or directly or indirectly assisted by any department or agency of the United States. This requirement is implemented in 42 CFR part 2.

Controlled Substances

Grantees are prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances

Act, 21 U.S.C. 812. This limitation does not apply if the recipient notifies the GMO that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

If controlled substances are proposed to be administered as part of a research protocol or if research is to be conducted on the drugs themselves, applicants/recipients must ensure that the DEA requirements, including registration, inspection, and certification, as applicable, are met. Regional DEA offices can supply forms and information concerning the type of registration required for a particular substance for research use. The main registration office in Washington, DC, may be reached at 800-882-9539. Information also is available from the National Institute on Drug Abuse at 301-443-6300.

Education Amendments of 1972 (Title IX)

Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.

Hatch Act

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The Hatch Act restricts political activity of executive branch employees of the federal government and District of Columbia government employees (5 U.S.C. 7321–7328) and State or local officers or employees (5 U.S.C. 1501–1508). “State or local officer or employee” means an individual employed by a State or local agency whose principal employment is in connection with an activity that is financed in whole or in part by loans or grants made by the United States or a Federal agency. (Certain State educational or research institutions are excluded from this definition.)

Health Insurance Portability and Accountability Act (HIPAA)

The “Standards for Privacy of Individually Identifiable Health Information” (the Privacy Rule) implement the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320d *et seq.*, which governs the protection of individually identifiable health information. The Privacy Rule is administered and enforced by HHS’s OCR and is codified at 45 CFR parts 160 and 164. Not all HHS recipients are subject to the Privacy Rule. The Privacy Rule applies only to “covered entities,” as defined by the rule, which include health plans and most health-care providers.
The OCR Web site (http://www.hhs.gov/ocr/hipaa) provides information on the Privacy Rule, including the complete text of the regulation and a set of decision tools for determining whether a particular entity is subject to the rule. An educational booklet, *Protecting Health Information in Research: Understanding the HIPAA Privacy Rule*, is available through OCR’s Web site and at http://privacyruleandresearch.nih.gov/. That

Web site also includes other educational materials approved by OCR and the HHS Office of the General Counsel.

Limited English Proficiency

Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." This guidance, which is available at http://www.hhs.gov/ocr/lep/revisedlep.html, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

Pro-Children Act

The Pro-Children Act of 1994, 20 U.S.C. 7183, imposes restrictions on smoking in facilities where federally funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity. Any questions concerning the applicability of these provisions to an HHS grant should be directed to the GMO.

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Rehabilitation Act of 1973 (Section 504)

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.

Resource Conservation and Recovery Act

Under RCRA (42 U.S.C. 6901 *et seq.*), any State agency or agency of a political subdivision of a State using appropriated Federal funds must comply with 42 U.S.C. 6962. This includes State and local institutions of higher education or hospitals that receive direct HHS awards. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR parts 247–254).

Restriction on Abortions

HHS funds may not be spent for an abortion.

Restriction on Distribution of Sterile Needles

Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, applies to all programs or projects undertaken by Federal agencies or with Federal financial assistance that cause the displacement of any person.

DRAFT

The HHS requirements for complying with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people. They encourage entities to negotiate promptly and amicably with property owners so property owners' interests are protected and litigation can be avoided.

U.S. Flag Air Carriers

Recipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares (see http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/110304_FTR_R2QA53_0Z5RDZ-i34K-pR.pdf). (A code-sharing agreement is an arrangement between a U.S. flag carrier and a foreign air carrier in which the U.S. flag carrier provides passenger service on the foreign air carrier's regularly scheduled commercial flights.)

USA Patriot Act

The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 U.S.C. 175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent (see "Public Health Security and Bioterrorism Preparedness and Response Act").

Public Health Security and Bioterrorism Preparedness and Response Act

The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201 Note, is designed to provide protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the U.S. homeland, or other criminal acts (see 42 U.S.C. 262a). The act was implemented, in part, through regulations published by CDC at 42 CFR part 73, Select Agents and Toxins. Copies of these regulations are available from the Import Permit Program and the Select Agent Program, respectively, CDC, 1600 Clifton Road, MS E-79, Atlanta, GA 30333; telephone: 404-498-2255. These regulations also are available at http://www.cdc.gov/od/ohs/biosfty/shipregs.htm.

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Retention and access requirements for records

Sub-recipient shall comply with retention and access requirements for records as codified in 45 CFR 92 .42.

6C

GRANTS.GOV™

Grant Application Package

Opportunity Title:	Two Year Extension -- Regional Partnership Grants to In
Offering Agency:	Administration for Children and Families
CFDA Number:	93.087
CFDA Description:	Enhance the Safety of Children Affected by Parental Met
Opportunity Number:	HHS-2012-ACF-ACYF-CU-0550
Competition ID:	HHS-2012-ACF-ACYF-CU-0550
Opportunity Open Date:	06/21/2012
Opportunity Close Date:	08/01/2012
Agency Contact:	Elaine Stedt

[redacted]

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

*** Application Filing Name:** Parenting in Recovery II

Mandatory Documents

Move Form to Complete

Move Form to Delete

Mandatory Documents for Submission

- Application for Federal Assistance (SF-424)
- Budget Information for Non-Construction Program
- Assurances for Non-Construction Programs (SF-42
- Project/Performance Site Location(s)
- Project Narrative Attachment Form
- Budget N[redacted]
- [redacted]rants.g[redacted] Lobbying Form

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Optional Documents

Move Fo[redacted] Submissi[redacted] List

Move Form to Delete

[redacted]onal D[redacted]cuments for Submi[redacted]on

- Ot[redacted] A[redacted]chments Form
- Fai[redacted] Ba[redacted]ed EEO Survey
- Disclosure of Lobbying Activities (SF-LLL)

[redacted]

1. **Enter a name for the application in the Application Filing Name field.**

- This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
- You can save your application at any time by clicking the "Save" button at the top of your screen.
- The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.

2. **Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.**

- It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.

- The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".

- To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.

- All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.

3. **Click the "Save & Submit" button to submit your application to Grants.gov.**

- Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
- Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
- The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
- You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
Completed by Grants.gov upon submission.	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	Travis County
* b. Employer/Taxpayer Identification Number (EIN/TIN):	1-746000192A5
* c. Organizational DUNS:	0309088420000

d. Address:

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* Street1:	100 N [redacted] 35
Street2:	
* City:	Austin
County/Parish:	
* State:	TX: Texas
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	78701-4138

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Ms.	* First Name:	Laura
Middle Name:			
* Last Name:	Peveto		
Suffix:			

Title:	Prevention and Intervention Manager
Organizational Affiliation:	
* Telephone Number:	512-854-7874
Fax Number:	512-854-5879
* Email:	laura.peveto@co.travis.tx.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

Administration for Children and Families

11. Catalog of Federal Domestic Assistance Number:

93.087

CFDA Title:

Enhance the Safety of Children Affected by Parental Methamphetamine or Other Substance Abuse

*** 12. Funding Opportunity Number:**

HHS-2012-ACF-ACYF-CU-0550

*** Title:**

Two Year Extension -- Regional Partnership Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes for, Children Affected by Substance Abuse

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13. Competition Identification Number:

HHS-2012-ACF-ACYF-CU-0550

Title:

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

PIRII Maps.jpg | Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Parenting in Recovery II (PIRII) advances the child/youth service delivery system to increase the well-being of children & youth involved in court and welfare systems due to parental substance abuse.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 25 | b. Program/Project: 21

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 09/28/2012 | * b. End Date: 09/27/2014

18. Estimated Funding ($):

* a. Federal	500,000.00
* b. Applicant	214,286.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	714,286.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. | * First Name: Samuel

Middle Name: T.

* Last Name: Biscoe

Suffix:

* Title: Travis County Judge

* Telephone Number: 512-854-9555 | Fax Number: 512-854-9535

* Email: sam.biscoe@co.travis.tx.us

* Signature of Authorized Representative: Completed by Grants.gov upon submission. | * Date Signed: Completed by Grants.gov upon submission. 7/31/12

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BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 06/30/2014

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Regional Partnership Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes for, Children Affected	93.087	$	$	$ 500,000.00	$ 214,286.00	$ 714,286.00
2.						
3.						
4.						
5. Totals		$	$	$ 500,000.00	$ 214,286.00	$ 714,286.00

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Standard Form 424A (Rev. 7- 97)
Prescribed by OMB (Circular A -102) Page 1

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY (1)	(2)	(3)	(4)	Total (5)
	Regional Partnership Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes for, Children Affected				
a. Personnel	$ 109,833.00	$	$	$	$ 109,833.00
b. Fringe Benefits	31,726.00				31,726.00
c. Travel	11,200.00				11,200.00
d. Equipment					
e. Supplies	12,075.00				12,075.00
f. Contractual	85,000.00				85,000.00
g. Construction					
h. Other	250,166.00				250,166.00
i. Total Direct Charges (sum of 6a-6h)	500,000.00				$ 500,000.00
j. Indirect Charges					$
k. TOTALS (sum of 6i and 6j)	$ 500,000.00	$	$	$	$ 500,000.00
7. Program Income	$	$	$	$	$

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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8. Regional Partnership Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes for, Children Affected	$ 214,286.00	$	$	$ 214,286.00
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	$ 214,286.00	$	$	$ 214,286.00

SECTION D - FO[illegible]SH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 500,000.00	$ [illegible]156,05[illegible].00	$ 114,650.00	$ 114,650.00	$ 114,650.00
14. Non-Federal	$ 214,286.00	[illegible]2.00	53,572.00	53,572.00	53,570.00
15. TOTAL (sum of lines 13 and 14)	$ 714,286.00	$ 209,622.00	$ 168,222.00	$ 168,222.00	$ 168,220.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FU[illegible]S NE[illegible]ED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS) (b)First	(c) Second	(d) Third	(e) Fourth
16. Regional Partnership Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes for, Children Affected	$ [illegible].00	$	$	$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	$ 500,000.00	$	$	$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

SAMPLE

OMB Number: 4040-0007
Expiration Date: 06/30/2014

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 06/30/2014

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Two Year Extension -- Regional Partnership Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes	93.087	$	$	$ 500,000.00	$ 214,286.00	$ 714,286.00
2.						
3.						
4.						
5. Totals		$	$	$ 500,000.00	$ 214,286.00	$ 714,286.00

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SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY (1)	(2)	(3)	(4)	Total (5)
	Two Year Extension -- Regional Partnership Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes				
a. Personnel	$ 56,747.00	$	$	$	$ 56,747.00
b. Fringe Benefits	18,459.00				18,459.00
c. Travel	11,200.00				11,200.00
d. Equipment					
e. Supplies	8,765.00				8,765.00
f. Contractual	393,091.00				393,091.00
g. Construction					
h. Other	11,738.00				11,738.00
i. Total Direct Charges (sum of 6a-6h)	500,000.00				$ 500,000.00
j. Indirect Charges					$
k. TOTALS (sum of 6i and 6j)	$ 500,000.00	$	$	$	$ 500,000.00
7. Program Income	$	$	$	$	$

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SECTION C - NON-FEDERAL RESOURCES

	(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	Two Year Extension -- Regional Partnership Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes	$ 214,286.00	$	$	$ 214,286.00
9.					
10.					
11.					
12.	TOTAL (sum of lines 8-11)	$ 214,286.00	$	$	$ 214,286.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 500,000.00	$ 6,050.00	$ 114,650.00	$ 114,650.00	$ 114,650.00
14. Non-Federal	$ 214,286.00	$ 53,572.00	53,572.00	53,572.00	53,570.00
15. TOTAL (sum of lines 13 and 14)	$ 714,286.00	$ 209,622.00	$ 168,222.00	$ 168,222.00	$ 168,220.00

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

	(a) Grant Program	FUTURE FUNDING PERIODS (YEARS) (b) First	(c) Second	(d) Third	(e) Fourth
16.	Two Year Extension -- Regional Partnership Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes	$ 500,000.00	$	$	$
17.					
18.					
19.					
20.	TOTAL (sum of lines 16 - 19)	$ 500,000.00	$	$	$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

SAMPLE

OMB Number: 4040-0007
Expiration Date: 06/30/2014

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to exa[redacted]cords, b[redacted], or documents rela[redacted]d to the [redacted]ard; [redacted]d will esta[redacted]sh a proper accoun[redacted]g system [redacted]acc[redacted]lance with [redacted]enerall[redacted] accepted acco[redacted]ting stand[redacted]ds o[redacted]rectives.

3. Will establish s[redacted]eguards [redacted]prohi[redacted] employe[redacted] fro[redacted] using their pos[redacted] for a purpos[redacted]hat constitu[redacted] presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to r[redacted]at[redacted]s of alcohol abuse or a[redacted]oholism; (g) §§523[redacted]nd 527 of the Public Health S[redacted]vice Act of 1912 ([redacted] U.S.C. §§290 dd-3 and 290 e[redacted]mended, [redacted]ating to confidentiality of alcohol a[redacted]d drug abuse patie[redacted] records; (h) Title VIII of the Civil R[redacted]hts Act of 1968 (4[redacted]U.S.C. §§3601 et seq.), as a[redacted]ended, relating to [redacted]ondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

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

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

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

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

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

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

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* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	* TITLE
Completed on submission to Grants.gov Samuel T. Biscoe	Travis County Judge Samuel T. Biscoe
* APPLICANT ORGANIZATION	* DATE SUBMITTED
Travis County	Completed on submission to Grants.gov 7-31-12

OMB Number: 4040-0010
Expiration Date: 08/31/2011

Project/Performance Site Location(s)

Project/Performance Site Primary Location ☐ I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name: Travis County - Health and Human Services & Veterans Service

DUNS Number: 0309088420000

* Street1: 100 N IH 35

Street2:

* City: Austin County: Travis

* State: TX: Texas

Province:

* Country: USA: UNITED STATES

* ZIP / Postal Code: 78701-4138 * Project/ Performance Site Congressional District: TX-025

Project/Performance Site Location 1 ☐ I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

DUNS Number:

* Street1:

Street2:

* City: County:

* State:

Province:

* Country: USA: UNITED STATES

* ZIP / Postal Code: * Project/ Performance Site Congressional District:

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Additional Location(s) Add Attachment Delete Attachment View Attachment

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,00 0 and not more than $100,000 for each such failure.

Statement [illegible]rantees [illegible]rance

The unders[illegible]ned states, [illegible]the [illegible]st of his or [illegible]r knowl[illegible]ge a[illegible] belief, t[illegible]t:

If any fund[illegible]ave been p[illegible] or w[illegible] be pai[illegible] any per[illegible]ncing [illegible]attempting to influen[illegible] an officer or employe[illegible] of any age[illegible], a M[illegible]mber of C[illegible]ngress, [illegible]n officer o[illegible]mploy[illegible] of Congress, or an[illegible]mployee of a Member [illegible]Congre[illegible]n conne[illegible]on with thi[illegible]om[illegible]tment provid[illegible] for[illegible] United States to in[illegible]re or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subjec t to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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* APPLICANT'S ORGANIZATION	Travis County
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	Mr.
* First Name:	Samuel
Middle Name:	T.
* Last Name:	Biscoe
Suffix:	
* Title:	Travis County Judge
* SIGNATURE:	Completed on submission to Grants.gov Samuel T. Biscoe
* DATE:	Completed on submission to Grants.gov 3/1/12

Survey on Ensuring Equal Opportunity For Applicants

OMB No. 1890-0014 Exp. 2/28/2009

Purpose:

The Federal government is committed to ensuring that all qualified applicants, small or large, non-religious or faith-based, have an equal opportunity to compete for Federal funding. In order for us to better understand the population of applicants for Federal funds, we are asking nonprofit private organizations (not including private universities) to fill out this survey.

Upon receipt, the survey will be separated from the application. Information provided on the survey will not be considered in any way in making funding decisions and will not be included in the Federal grants database. While your help in this data collection process is greatly appreciated, completion of this survey is voluntary.

Instructions for Submitting the Survey

If you are applying using a hard copy application, please place the completed survey in an envelope labeled "Applicant Survey." Seal the envelope and include it along with your application package. If you are applying electronically, please submit this survey along with your application.

Applicant's (Organization) Name: Travis County

Applicant's DUNS Name: 0309088420000

Federal Program: Two Year Extension -- Regional Partnership Grants to Increase the Well-Being of, ar

CFDA Number: 93.087

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1. Has the applicant ever received a grant or contract f[illegible] government?

   ☒ Yes ☐ No

2. Is the applicant a [illegible] organization?

   ☐ Yes ☒ No

3. Is the applicant a secular organization?

   ☒ Yes ☐ No

4. Does the applicant have 501(c)(3) status?

   ☐ Yes ☒ No

5. Is the applicant a local affiliate of a nati[illegible] organization?

   ☐ [illegible] ☒ N

6. How many full-time equ[illegible]alent employees does the applicant have? (Check only one box).

   ☐ 3 or Fewer ☐ 15-50

   ☐ 4-5 ☐ 51-100

   ☐ 6-14 ☒ over 100

7. What is the size of the applicant's annual budget? (Check only one box.)

   ☐ Less Than $150,000

   ☐ $150,000 - $299,999

   ☐ $300,000 - $499,999

   ☐ $500,000 - $999,999

   ☐ $1,000,000 - $4,999,999

   ☒ $5,000,000 or more

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

*Name: NOT APPLICABLE

*Street 1: NOT APPLICABLE Street 2:

*City: NOT APPLICABLE State: Zip:

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

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6. * Federal Department/Agency: NOT APPLICABLE

7. Federal Program Name/Description: Enhan[illegible] the Sa[illegible]dren Affec[illegible] by Parental [illegible]atamin[illegible]or Other Substance A[illegible]e

CFDA Number, if applicable: 93.087

8. Federal Action Number, if known:

9. Award Amount, if known:

$

10. a. Name and Address of Lobbying Registrant:

Prefix: * First Name: NOT APPLICABLE Middle Name:

* Last Name: NOT APPLICABLE Suffix:

* Street 1: Street 2:

* City: State: Zip:

b. Individual Performing Services (including address if different from No. 10a)

Prefix: * First Name: NOT APPLICABLE Middle Name:

* Last Name: NOT APPLICABLE Suffix:

* Street 1: Street 2:

* City: State: Zip:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* Signature: Completed on submission to Grants.gov

*Name: Prefix: * First Name: NOT APPLICABLE Middle Name:

* Last Name: NOT APPLICABLE Suffix:

Title: Telephone No.: Date: Completed on submission to Grants.gov

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2. OBJECTIVES AND NEED FOR ASSISTANCE

2.a. Project contributes to achieving legislative goals and objectives

This grant application proposes an extension of the Travis County Regional Partnership Grant (RPG): Parenting in Recovery (PIR), referred to henceforth as PIR-II, as it reflects the goals and objectives of the relevant legislation as well as those of the current funding opportunity announcement. As proposed, PIR-II will promote the welfare of children through enhanced services and supports, help build strong and healthy families, and reduce reliance on out-of-home care. It will directly address the impact of parental substance abuse on children at risk of being placed outside of the home by child welfare agencies. PIR-II's goals are to increase the well-being of, improve permanency outcomes for, and enhance the safety of children who have experienced maltreatment and are at risk of out of home placement as a result of a parent's or caretaker's substance abuse/dependence. The PIR-II project incorporates a trauma-informed approach to meeting the needs of children and assesses and intervenes around each of the domains that promote children's well-being and positive functioning, including understanding experiences, developmental tasks, coping strategies, and protective factors.

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2.b. Positive outcomes, prior successes, and justification for continuation

PIR has consistently met and/or exceeded its stated goals and anticipated project outcomes and managed its grant funding effectively. Direct and support staff, including the Project Manager, Program Director, and Program Evaluator have remained intact since the project's inception. These individuals have participated and contributed in significant ways to all RPG grant related activities and conferences, submitted all reports as scheduled, and collected and uploaded required data to the RPG database in a timely fashion. PIR's objectives have also been successfully met. As stated in the original RPG grant application, objectives are to: 1) increase

collaboration's to better serve families with substance dependency and child welfare involvement and provide *cross-training* for child welfare and substance abuse counselors to promote more effective collaboration and treatment planning; 2) preclude/decrease the number of *out-of-home* placements for children of mothers with substance dependency; and 3) increase the safety and well-being of children of substance dependent mothers by reducing risk factors and increasing protective factors for child maltreatment.

Cross-training. PIR, with cooperation and participation from its partners, has provided 42 cross trainings to over 1600 individuals associated with substance abuse treatment, child welfare, family drug court, and social and behavioral service organizations. These trainings have greatly helped bridge the significant gap between the priorities and practices of substance abuse treatment providers, child welfare workers, individuals working within the legal system, and professions who deliver social services and provide assessments, counseling and guidance. Training topics have ranged from relapse, diversity, mental health, co-occurring mental health and substance use disorders, codependence, and boundary issues for professionals and families; domestic violence, and adult and childhood trauma. Ongoing training on these topics and others needs to continue throughout the grant extension period and beyond. Staff turnover, particularly within the fields of child welfare, substance abuse treatment, and social services is substantial, accentuating the need to revisit relevant topics on a regular basis. Research in the fields of child social and emotional well-being, trauma, mental health, and substance abuse and recovery encourages a return to and expansion on these topics when warranted.

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Out of Home Placements-With its specialized service population and high-intensity service provision, PIR has reached a relatively limited number of families across Travis County receiving child welfare services. This is based on the recognition that more intensive services to

fewer individuals may have a greater impact on society in the long run than larger numbers and briefer, less intense interventions. The structure of PIR serves to preclude out-of-home placement for at least one segment of the substance abusing child welfare population by accepting only cases in which CPS obtains court ordered services and does not request custody of the children. These are typically very difficult and complex cases that under normal circumstances would require child removal and placement outside of the home. Thus, PIR aims to preserve families and avoid out-of-home placements through early entry into extended stay residential treatment for women and children, and intensive oversight of families by collaborative agencies and organizations. During the course of PIR involvement, however, some parents struggle to succeed; they relapse repeatedly and/or fail to consistently follow court orders. At some point in these cases, children can be removed and placed temporarily with relatives, or possibly the cases revert to conservatorship status in which the State obtains custody.

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Between initiation of PIR and July 6, 2012, PIR has enrolled 106 mothers and 178 children in the treatment group; of those, 83 mothers and 136 children have been discharged from PIR. When "neutral" discharges (defined as participants who dropped from PIR prior to receiving substantial services) are discounted [n=16]), 60% of participants were discharged as successful (defined as participants enrolled in PIR and family drug treatment court and retaining full or partial custody of their children at discharge from PIR). Successful discharges by program year indicate the following positive trend: Years 1&2 = 42%; Year 3 = 54%; Year 4 = 63%; Year 5 through 7/16/2012 = 75%. This trend accentuates PIR's growing understanding of its participant population and its ability and willingness to adapt programming in response to lessons learned. Regarding child placement at the end of PIR involvement, 42% of discharged children have achieved permanency with the PIR-enrolled parent; another 30% have achieved permanent joint

placement with the PIR parent and relatives; 15% were adopted by relatives with termination of parental rights; only 13% were adopted by non-kin with termination of parental rights.

2.c. Prior successes in current RPG Project & Need for Proposed Extension Project

Successes: PIRs initial collaborative efforts focused primarily on the parents and were based on the hypothesis that if parents were provided with a meaningful array of services that addressed risk and protective factors (substance abuse treatment, counseling, medications, parenting training, staff support), the entire family (including children) would benefit and succeed. Examples of positive results include an increase in: participants' parenting knowledge and skills, parental sobriety, educational achievements (high school diplomas and GEDs), completion of professional certifications (i.e. nurses' aides certification) and successful employment post-program (full and part-time).

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Lessons Learned: In response to parental substance abuse, Travis County has worked diligently to coordinate systems and to build a continuum of supports and services for child welfare-involved children and families. These efforts came together in a substantial way in 2007 when Travis County was awarded the Federal RPG grant that funded PIR. Funding provides a flexible, comprehensive continuum of services for children and parents who are involved in the child welfare system as a result of parental substance abuse/dependence. At about the same time, Travis County also obtained a State grant from the Texas Office of the Governor (OOG, Criminal Justice Division) to create the Travis County Family Drug Treatment Court (FDTC), a civil court that serves the same population. These two entities initially worked side-by-side as independently functioning bodies serving the same high-need, high-risk population of substance dependent women with young children age 0-5 who could benefit from intensive services and oversight. Most PIR participants joined FDTC, and most FDTC participants were served by PIR.

This arrangement created problems in that FDTC participants who were not in PIR did not benefit from the resources and services available under that program and felt discriminated against and underserved; PIR participants who did not join FDTC did not receive the essential structure and accountability offered by that program. This situation became PIR's first major lesson learned and precipitated a merger of the two programs into a coalition that has served the same mothers and children for four years. FDTC does accept into its program about four fathers per year; these are men are not eligible to be served under PIR as the focus of the original grant was on parenting mothers.

PIR's next major challenge, and ultimately one of its principal successes, was addressed when it took the early leadership role in developing and supporting a robust community-wide collaborative team of public and private agencies and organizations that provide a comprehensive array of services to enrolled parents and children. The collaboration began with primary partners between PIR, FDTC, Travis County Health & Human Services/Veterans Services (administrative oversight and support), Texas Department of Family Protective Services—Child Protective Services (CPS) (child welfare partner), Austin Recovery (AR) Women's and Women and Children's Treatment Programs (substance abuse treatment partner), and Foundation Communities (housing partner and financial counseling). Over time, and in response to lessons learned regarding the necessary ingredients for a fully-functioning coalition that addresses all of the major needs of parents and their children affected by substance abuse, the collaboration added Communities for Recovery (community-based recovery support and peer recovery coaching), Mauney & Associates (individualized one-on-one parent training), SafePlace (domestic violence and trauma counseling), Lone Star Circle of Care (integrated medical and behavioral health care), Austin-Travis County Integral Care (mental health

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services), Workforce Solutions, Goodwill Industries, Job Training Institute, and Benchmark Career Institute (education and employment support), Manos de Cristo (low-cost dental care), The Children's Continuum (grant-funded services specifically for children of PIR and FDTC participants), MedSavers Pharmacy (low-cost prescription medication provider), Oxford Houses, R House, and Sharon's Houses (a network of sober housing for women and children), EyeSite Family Vision and Eyemart Express (reduced cost vision care), and David Brown, MD (emergency psychiatric services). This large collection of agencies and organizations work collectively and cooperatively to serve PIR families' needs and support their recovery. Through the grant extension (PIR-II) will continue the interagency collaboration and integration of programs and services, the specific, well-defined, successful program services, and activities implemented in the first five years of the funding period. Extended services will be initiated for PIR-II that clearly relate to the current project goals and objectives and do not deviate substantially from the scope of the original project.

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While parents of PIR have experience meaningful success, their children may continue to have their own set of developmental, education, and socio-emotional, and cognitive needs. In order to assure PIR participants' children were able to increase their own well-being, PIR needed to enhance services for children to the level afforded parents. This gap was partially bridged in 2011, when the Children's Continuum (CC), funded through a three-year grant awarded by the Department of Justice (DOJ), was developed to augment services to the children of PIR participants. With its focus on enhancing the functioning and well-being of children and improving the capacity of parents to safely care for their children through improved parent/child relationships, CC is establishing a continuum of screening, developmental, therapeutic and non-traditional services for children age 0-5. CC has engaged a full-time child therapist as a vital part

of the PIR team and a case aide to provide transportation and facilitate parent/child visits. Additionally CC ensures participation on the team by a children's Court Appointed Special Advocate (CASA) meeting the project goal of enhancing services to children.

Prior to PIR, none of the grant or local resources in Travis County focused primarily on children impacted by parental substance abuse. The community, including PIR before the CC grant, relied on the existing efforts of CPS to meet the needs of children and parents. However, their intervention did not include comprehensive assessment and early intervention as a routine part of the current the service delivery structure. The addition of CC has improved service delivery to the children and strengthened the quality of services delivered by PIR; however, CC services are limited to children of a certain age and to children of parents who have no felony record of violent offenses. This grant application (PIR-II) proposes to fill that remaining gap in children's service by allowing PIR-II to add a second child therapist to the PIR team who will serve children who do not qualify for services under CC due to their age and/or their parents' criminal histories. This application also proposes to add to the team a full-time attorney ad litem who will represent the children's voices and interests in court hearings, case planning and management sessions throughout the course of the CPS case. Under PIR-II, the Travis County Office of Child Representation (OCR) is prepared to act as the child advocate for these children in collaboration with the appointed CASA.

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Need: The current climate in Texas around substance abuse treatment raises significant challenges regarding PIR's ability to fully sustain treatment and recovery supports funding post-grant, especially for women who do not enter treatment accompanied by their children. PIR has been able to identify 70% of the needed funding through local resources and during the extension period will work with our substance abuse partner, the State and others to fully fund the project.

Housing of PIR participants and their children has undergone significant changes over the life of the program. Initially, participants transitioned directly from residential treatment into Foundation Communities (FC) housing. The results was unexpectedly challenging as over half of participants were not prepared for independent living and failed to comply with housing rules and were asked to move out within a few months. In response, PIR established working relationships with community-based sober houses that have delivered not only extensive oversight and monitoring, but also substantial recovery support for PIR families. Sober housing has proven to be an effective step-down transition between treatment and community that better prepares PIR participants to live independently. FC continues to provide housing expertise and assessments for all PIR participants and specialized case management for those who reside in FC housing. Housing is a critical piece of the continuum of services offered under PIR; therefore PIR-II will continue funding for a part-time Housing case manager through FC.

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One other challenge that has arisen in the course of PIR's implementation has been PIR participants' need for extensive dental work, resulting from their continued substance abuse. PIR's current non-profit dental services partner, Manos de Cristo, has provided exceptional service at deeply discounted costs and has committed to work with the PIR team to explore grant opportunities to continue dental care for PIR participants. A grant extension will allow time to pursue this and other potential grant options, not only for dental care, but also for other vital components of a comprehensive program.

2.d. Substantial impact on substance abuse

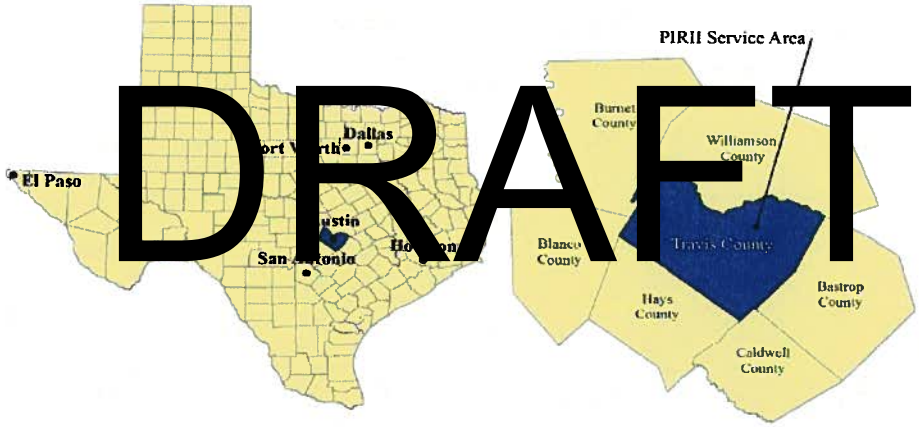
In fiscal year 2011, there were 12,461 reports of child abuse and neglect in Travis County (DFPS). Child Protective Services (CPS) completed investigations on 6,348 of those reports; 2,820 (44.4%) of which alleged drug or alcohol abuse by a caretaker (7). In 225 cases of alleged

drug or alcohol abuse, child abuse/ neglect was confirmed and the risk was serious enough to remove at least one child from the home. In 277 cases, drug or alcohol related allegations were confirmed, but the child/children remained with the family and received services through Family Based Safety Services (FBSS), the CPS division that provides family preservation services.

2.e. Geographic area and demographics of service population

PIR's target population includes women with young child(ren) who reside in Travis County, Texas, are identified as substance dependent, and have an open investigation with CPS. The figure below provides a geographic display of the service area.

Geographic Location



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Over the total project period of PIR, 106 mothers and 178 children participated in the treatment group; 153 mothers and 241 children were included in control group. Participants' average age is 28 (range 18-43). Average IQ is 91.5 with a range of 59-119. Fifty-five percent have earned a high school diploma or GED. Racial mix is 33% white, 17% black, 36% Hispanic, and 14% mixed and other. Most (98%) have a DSM-IV Axis I or Axis II diagnosis in addition to their substance use disorder; 78% report a history of trauma; 89% have criminal histories. Seventy-four percent have prior CPS involvement as adults and 26% were involved as children. 23% have

prior termination of parental rights. Reported drugs of choice include: Cocaine/crack (31%), methamphetamine (22%), marijuana (22%), alcohol (8%), benzodiazepines (5%) and poly drug use (30%). Among participants who enrolled in PIR as a result of drug involvement at the birth of a child, 52% of mothers, their children, or both tested positive for drugs at the child's birth. Overall, the PIR target population is comprised of individuals facing significant personal and situational barriers to health, safety, and independence and to parenting their children in effective ways. They are individuals who have experienced trauma, victimization, cyclical poverty, poor educational outcomes, homelessness, and limited systems of support.

2.f. Community resources and funding impact

Travis County has a variety of programs and supports available to address the needs of the population to be served in this grant proposal. Travis County has one primary residential substance abuse treatment provider—Austin Recovery, which delivers a variety of treatment services to a 34-county catchment area. This limited capacity leads to restricted access to treatment for many residents and long waiting lists and wait-time for entry into treatment. This is especially true for parenting women, as Austin Recovery is one of few remaining centers in the region, and indeed in the State, that offers a family treatment option. AR has a total of 12 beds available for women with children. AR utilizes the Seeking Safety curriculum in their programing.

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Other issues that impact this population's access to treatment include limited City, County, State, and Federal funding pools for substance abuse treatment, low and below cost reimbursement rates, limited subsidized or no cost treatment beds, and short allowable lengths of stay. Women with substance dependence and child welfare involvement face limited access to recovery supports post-treatment and a general lack of effective collaboration and treatment

planning between child welfare and treatment providers. They face extreme difficulties locating safe, affordable housing. Few have adequate financial resources or employment skills; many must return to the environments that contributed to the substance use and instability. Communities for Recovery (CR) is a non-profit group that provides recovery supports through a peer to peer recovery coaching model along with a variety of specialized support groups. Oak Springs Treatment Center provides intensive outpatient treatment for co-occurring psychiatric and substance disorders; three entities provide sober housing for women and children.

Although there are continuous efforts toward improvement, systemic issues create significant areas where the current child welfare system falls short of helping parents address their own substance abuse, alleviate its impact on their children, and create a consistent, nurturing home environment. While CPS has recognized the importance of family engagement and implements evidence-based practices like family group conferencing (DFPS, 2011), operational realities, including the size and growing intensity of caseloads, decrease families' engagement at optimal levels. Another area where gaps in the system occur is in linking families to community resources. While Travis County has a variety of programs and resources available, child welfare-involved children and families may not always be successfully referred to these services or may face barriers to accessing them. While the child welfare system's goal is to protect and ensure the safety and well-being of children, the main point of intervention is with the primary caretaker (most often the mother). The child welfare system is not structured or equipped to administer assessments to children. Under the current system, the mental health or other developmental needs of the child may be overlooked unless they manifest significantly enough for a medical professional and/or school system to identify gross deficits and delays and then report these concerns to child welfare professionals.

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3. APPROACH

3.a. Rationale for any changes being proposed for the extension project

The program strategies and activities outlined in this section facilitate the final tasks necessary for the grant applicant to complete attainment of the long-term outcomes for the three original objectives of Parenting in Recovery (PIR) which are to: 1) Provide cross-systems training for child welfare and substance abuse counselors to promote more effective collaboration and treatment planning and increase ability to service families with substance dependency problems and child welfare involvement; 2) preclude or decrease the number of out-of-home placements for children of mothers with substance dependency and; 3) increase the safety and well-being of children of substance dependent mothers by reducing risks factors and increasing protective factors for child maltreatment. Although PIR has made significant progress in meeting the project goals, there are several areas that require additional enhancements. These improvements (PIR-II) will: 1) **advance the child/youth service delivery system to increase the overall well-being of the children/youth; 2) sustain critical elements of the service delivery system for an additional two years while local funding is identified and secured; and 3) further develop the existing collaboration by establishing a more defined system of shared information with a focus on local data**. Each of these enhancements is necessary to garner system support for the long-term sustainability of the project. These enhancements were identified as necessary through various lessons learned over the last four and half years. This next section will illustrate these lessons and the critical need for the enhancements.

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As indicated in the previous section, PIR merged the project with the Travis County Family Drug Treatment Court (FDTC) in order to maximize resources, eliminate duplication and

to create a means to "hold" grant participants accountable for their behavior. Over the last four and half years, PIR has focused primarily on creating and sustaining a service delivery system to mothers involved in child welfare due to substance abuse. This has been accomplished through systems collaboration, partner expansion and service implementation, including: 1) improved 90 day in-patient treatment program for women and their children 0-5 years through Austin Recovery, 2) utilization of sober housing as a step to independent living, 3) financial resources to promote independent housing, 4) parent education and skills training, 5) mental health supports, 6) medical and dental services, 7) specialized recovery supports with peer coaches, and 8) domestic violence education and intervention. Through this grant's project period it has been established that this collection of various services and supports is critical to the success of the participant and increases the community's ability to provide services to families with substance abuse and child welfare involvement.

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Over the course of the original PIR project period, the grant has successfully managed to demonstrate sustainability by being able to get a larger portion of its direct services funded locally as opposed to needing grant funds. Additionally, a specific support that has proved most critical with the PIR participants was the funding of a housing case manager and funding for housing costs and utilities. Many of the women served by the project have significant difficulty locating housing due to their criminal records and poor credit and rental history. Many did not have the documents required to apply for housing or any concept of how to navigate the housing market. The housing case manager meets with each participant to assess their eligibility for housing, determine what documents must be obtained and identifies potential housing options in the local community. This plan along with the housing/utility allowance enables participants to locate and establish independent housing. The grant housing partner, Foundation Communities

(FC) remains committed to work with PIR-II participants on a long-term basis. **During PIR-II, the grant will continue to fund a portion of the FC housing case manager with FC covering the cost of any additional service hours beyond grant funding.** It is essential that this service continue while the community identifies funding to sustain the position.

During this same period, CPS was exclusively responsible for identifying and meeting the needs of the children whose parents were enrolled in PIR. This plan was inadequate, especially since PIR transitioned early on to serve exclusively court-ordered services cases which resulted in the CPS workers being assigned from Family Based Safety Services (FBSS) whose focus is not child centered. Additionally, it was found that improvement in the parent/child relationship was a factor in a mother establishing and maintaining her recovery. The project learned over time that improving parenting skills without improving the functioning of the child/youth was inadequate and could impact outcomes. Since this was such a critical issue, the PIR management team elected to apply for a DOJ grant to serve eligible participants' children who were between 0-5 years of age. The DOJ grant application the *Children's Continuum (CC),* was awarded in October 2011. This grant established 1) a child therapist to provide screenings, assessments, and individualized services, 2) a case aide to provide transportation and facilitate parent/child visits, and 3) funded a portion of a CASA (child advocate) position dedicated to PIR. The benefits and limitations of the CC project became apparent as children were being assessed, receiving services and improving their functioning and well-being, but the funding did not encompass all children (it excluded siblings older than five and any child/youth whose parent has been convicted of a violent crime). Further, the child therapist did not have the capacity to expand their caseload to serve all children/youth under PIR. This created a tiered system within PIR where some children are receiving specialized services and supports and others are receiving

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routine CPS driven services. Therefore, it is necessary for PIR-II to focus on the expansion of a child/youth service delivery system to enhance the functioning and well-being of all children/youth of PIR by funding a child therapist.

Additionally, in Travis County, there is an activist legal system which is very engaged and directive in systems development and service provision, especially with child welfare and juvenile justice. This has led PIR to have a bifurcated court system where there is a drug court docket and a CPS docket generally heard by the same presiding judge. This division creates court dockets focusing on separate legal issues: PIR docket focuses on drug court participation and phase advancement and the CPS docket focuses on child related issues such as placement, visitation and permanency. Despite the goal to have separate dockets, there is blend of issues between the dockets. This is compounded when it is the same presiding judge. The attorney ad litems (AAL) appointed to represent the children/youth of PIR are not part of PIR staffings or drug court hearings. This system has resulted in the appointed attorney ad litems (AAL) for the children of PIR participants to express concern regarding the status of the "child's voice" in PIR hearings. This is especially true when service decisions are made that can impact the child during PIR pre-hearing staffings when the AAL is not present. A study in 2008 in Palm Beach County, Florida revealed that use of a specialized group of AALs who were knowledgeable in family law and carried a case load of approximately 35 children, provided better permanency outcomes for their clients. Children represented by this specialized group of attorneys were found to have a significantly higher rate of exit to permanency than children not served by this type of attorney[i]. A presentation at the 14th Annual Conference on Child Abuse and Neglect reported that an AAL's job is to provide legal expertise and courtroom advocacy, and while the guardian ad litem (GAL) plays an important role, the AAL is the necessary expert in child welfare law[ii] The current

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practice of a bifurcated court without AAL being part of PIR has led to significant negative perceptions by other attorneys, members of the legal system and child advocates. To improve our local practice and support long-term sustainability, PIR must transition to a model that includes a specially trained AAL. This position will fulfill the Texas Family Code (section 107.012)[iii] mandate to appoint an AAL for the children in any child welfare lawsuit immediately after the filing of the petition if the governmental agency is requesting termination of the parent-child relationship. This appointment is necessary for all cases based on current Travis County filing practices. For PIR-II, the AAL will be a member of the PIR team, attend all staffings and be a member of operations and advisory committees. The Travis County Office of Child Representation (OCR) is prepared to act as the AAL for these children; it is important to note that OCR operates under a very similar model and office structure to that of the Palm Beach County Courts who, as noted above, have high success rates in achieving permanency outcomes for children. **To fully address this gap in services, PIR-II extension funds will pay for an AAL who will serve all the children/youth whose mothers are enrolled in PIR.**

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Although, PIR and Family Drug Treatment Court (FDTC) collaboration is very strong and diverse, it has been unable to develop a shared database with agreed upon outputs and outcomes. To sustain the project long-term, PIR and FDTC must be able to produce relevant data to partners on a semi-annual basis. This means that the local community must agree upon what data to collect, how it will be collected, maintained and then reported. This will require the partners to address system barriers concerning access to data, outcome definitions, and resources for data reporting post grant. **During the extension period, PIR-II will address this issue aggressively with the goal of establishing agreed upon data elements, definitions and**

methodology to collect and report the data for semi-annual reporting to support long-term sustainability efforts.

Finally, PIR local partners are requesting two additional data elements: 1) recidivism as it relates to criminal arrests and incarcerations and child protective services referrals; and 2) analysis of the cost/ benefit ratio of the project. The following will be addressed during the PIR-II extension period: 1) adding a new data element regarding the criminal histories of participants, 2) in year one of the extension, a limited case study of closed treatment and control cases with a focus on specific areas of functioning: sobriety, housing, employment, child well-being, and criminal and child protective services recidivism, 3) in year two of the extension, a cost/benefit analysis study will be conducted, and 4) to improve the efficacy of the evaluation, a research assistant will focus on collecting the missing data for the control group. These activities should lead to more valid data reporting and analysis. **The additional evaluation tasks will be funded by for PIR-II extension through the evaluator and by funding a part-time research assistant.**

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3.b. Project Design

Entry and overall service design -The original design of PIR will remain intact with a few modifications to address current project limitations. This site elected to serve a population who presents with significant risk factors. PIR serves parenting women who have: criminal backgrounds including conviction of violent crimes, mental health challenges (not actively psychotic or diagnosed with schizophrenia), prior parental rights terminated, multiple failed substance abuse treatment attempts, and significant histories of domestic violence. Enrollment criteria for treatment and control groups eligibility includes:

#	**Eligibility Indicators for PIR**
1	Participants will be identified during the course of a child protective services (CPS) investigation. They will meet one of these eligibility criteria: 1) the mother gives birth to a baby who is born drug positive; 2) the mother is pregnant and tests positive for drugs and has a least one child under age five in the home; 3) the mother is using drugs and has a least one child under age five in the home.
2	Screened for drug dependency using the UNCOPE
3	Family Team Meeting will be facilitated by CPS caseworker to establish safety plan for child and potential enrollment in PIR
4	Child(ren) can accompany mother into treatment and/or a relative or fictive kin is approved to care for the child who lives in Travis or a contiguous county
5	Included in treatment or control group based on project capacity

Unique to the treatment group, all participants must enroll in the Travis County Family Drug Treatment Court which necessitates that CPS file a court-ordered services case. **Control group** participants receive routine CPS services which include monitoring, occasional drug testing, referrals to community services, and when indicated assessments and contract funded therapeutic services. The control group receives occasional family group conferences and is managed solely by FBSS caseworkers. **Treatment participants** become PIR enrollees and receive monitoring through the FDTC phases, weekly drug testing and hearings, 90 days of in-patient treatment with their children 0-5 years of age, supportive out-patient aftercare, housing case management, sober housing, limited financial support for housing and utilities, mental health supports, parenting education and skill building utilizing the Nurturing Parenting Program[iv] with pre/post completion of the AAPI-2,[v] medical and dental services, peer recovery coaching, and focused domestic violence services. They receive at least one family group conference facilitated by CPS, a discharge planning meeting from in-patient treatment, and routine home visits from the CASA, the FBSS caseworker, and the Drug Court Coordinator. The service provision is overseen by a case management team that meets monthly, while progress is reviewed and addressed at PIR and FDTC staffings and hearings. These services and supports promote the attainment of PIR

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objective two and three: to reduce risk factors and increase protective factors while decreasing the need for out of home placement for children/youth.

Targeted extension services under PIR-II - During the two year PIR-II extension period, we will build on lessons learned from the grant period and from the introduction of CC and FDTC partnerships to develop a **PIR-II service delivery track for the children/youth** of treatment group participants. This track will include the integration of a child therapist and a dedicated attorney ad litem. The eligibility for the child/youth service track is any child/youth of PIR between the ages of 0-17 years. Specific to the child therapist, the target population of eligible children/youth will be those not currently served by the CC grant. For those children/youth whose mother is discharged prematurely from PIR; the child service track providers (child therapist / AAL) will provide 30 days of additional services to implement an effective transition plan for the child/youth. The **child therapist** will be hired and supervised by the individual who currently manages the child therapist funded by the CC grant. This will ensure coordinated services between these therapists that serve the children of the PIR program. This position will be filled by a master's level therapist trained in trauma-focused cognitive behavioral therapy (TF-CBT)[vi] with experience in substance abuse and child welfare. The therapist will conduct a Child and Adolescent Needs and Strengths - MH (CANS-MH)[vii] assessment with each child/youth in the treatment group. Based on the results, s/he will provide individualized supports that address trauma through Trauma Focused-Cognitive Behavioral Therapy, parent-child relationship building, behavioral and/or developmental concerns, educational support/advocacy, and the promotion of enrichment activities. For those children who are 0-3 years, they will be assessed using the Ages and Stages Questionnaire Social/Emotional (ASQ-SE)[viii] to develop appropriate intervention strategies and supports. These services will be

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provided through different modalities including, filial therapy, developmental services, experiential therapies and Child-Parent Psychotherapy[ix]. The goal of these specialized services is to reduce the effects of trauma, increase the social and development abilities of the child/youth leading to improved well-being. The child therapist will complete assessments at intake and discharge and maintain a caseload of approximately 10-15 children/youth. The service period will range from 4 to 12 months. The therapist will develop and maintain an individualized plan for each child/youth assessed. The plan will include: identified service needs, connection to relevant community services, maintain/establish a medical home, and referral to specialized services to enhance functioning and well-being, including mentoring, tutoring, art/music, recreational therapy, equine or aquatic therapy, and pro-social groups. These specialized services will be accessed through our community's existing provider network and funded by the PIR-II extension. Depending on the credentials of the provider, the cost of the services are $25 to $85.

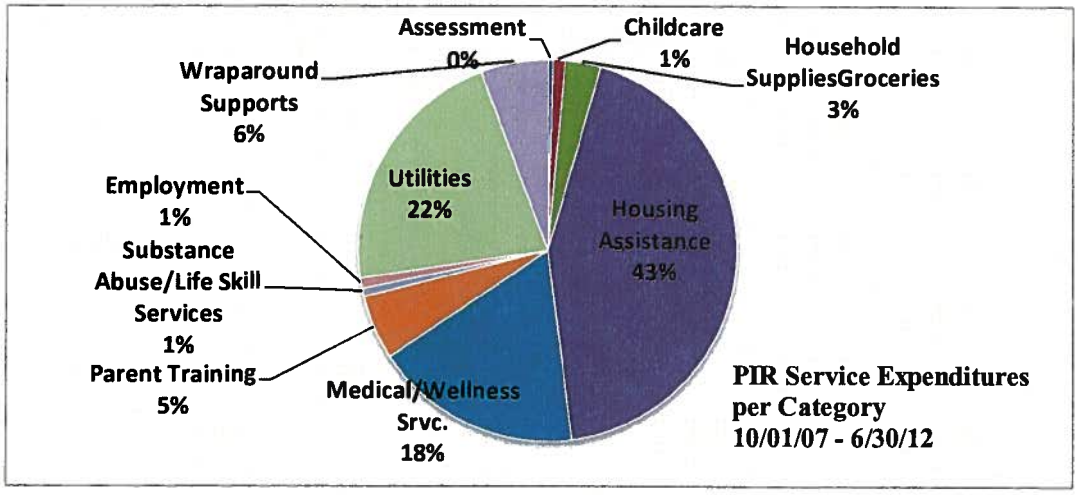
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The Office of Child Representation (OCR) will employ an **Attorney Ad Litem (AAL)** to represent the voice and needs of all the children whose parents are enrolled in PIR. This attorney will collaborate with the PIR team, attend drug court staffings, hearings and participate in the operations and advisory committees. This AAL will serve approximately 40 children a year and the legal services will continue until the dismissal of the lawsuit for all successful discharges from PIR. This service will facilitate the integration of the child issues into PIR staffings and Family Drug Treatment Court hearings. This will allow PIR to move to a family-centered program of practice that balances the needs of both the parent and the child. This support will further healthy, effective collaboration in the courtroom which will benefit the child/youth, promoting their well-being while monitoring their safety and permanency. The addition of these

two services will allow PIR to fully meet the long-term objective to **increase the well-being of children** of substance dependent mothers.

During the PIR-II extension period, the balance of the funds will be utilized **to extend existing grant services: the housing case manager, flexible funding for substance abuse treatment and recovery supports, and an expanded evaluation plan.** The housing case manager will be funded with Foundation Communities (FC) as a part-time position. This position will develop individualized housing plans for each PIR participant and provide ongoing case management services to those that reside in FC housing units. The goal of the plan is to identify housing options for each participant in the community despite their barriers due to criminal history and poor credit and rental history. It is expected that this case manager will serve 25 – 30 participants in a year and provide ongoing case management to 5-7 participants. This service is specialized and requires the skills and knowledge of a housing partner. To maintain the efficacy of the project, this service must remain intact through grant funding until local funds are identified and directed to fund this position. The flexible funding will be utilized to fund a portion of in-patient 90-day substance abuse treatment and individualized recovery supports such as housing/utility allowance, medical, dental and mental health care not covered by insurance, employment supports and parent training. The following chart illustrates the service expenditures per category for the last 4.5 years with the 3 highest categories being: Housing Assistance, Utilities, and Medical/Wellness Services.

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The local community has sustained 70% of the required flexible funds to support the program. During the extension period, the Regional Partnership will explore other alternatives to fund these services. One area of potential funding that is not clear is Medicaid funding for substance use de[illegible] (SUD) [illegible]tial trea[illegible]ent. In [illegible] are still tied to the TMHP rates [illegible]at are in[illegible] tied [illegible] the "payo[illegible] resort" DSHS block grant rates which cove[illegible] 40% of costs. Cu[illegible]ently pr[illegible]ide[illegible]s of substance abuse treatment are attempting to negotiate network contracts with individual Medicaid providers like Amerigroup, with limited success. Over the next two years, it is expected that the Texas plan for implementing the Affordable Health Care Act, including Medicaid expansion and medical exchanges, will be clearer and hopefully allow for access to SUD funding, at reasonable rates, for project participants. Additionally, this site is exploring with the substance abuse partner, Austin Recovery, the feasibility of utilizing flexible funding previously directed towards substance abuse treatment to pay for on-site childcare at Austin Recovery. Currently Austin Recovery assumes the cost of each child attending a quality offsite special needs day care (Sammy's House) along with transportation for parents who are admitted for substance abuse treatment. Fees range from $775 to $900 per month per child depending upon the age of the child. Having

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an on-site day care would increase each mother's ability to interact with her children in a structured environment while in residential and out-patient treatment, reduce the risks associated with transportation, and tailor the experience to the unique challenges of this population. Changing the funding focus to services directly benefiting the child would also focus sustainability and fundraising efforts in an area that is likely to generate more resources. The funding for the residential services would come from a combination of State and Agency funding. This proposal will be fully explored and potentially implemented during the extension period.

The final area to utilize the extension funding is the expanded evaluation. During the extension phase, this site will fund a research assistant to support the evaluator in achieving these goals: 1) locating missing information on the control group for upload to improve the quality of our evaluation 2) add a data element to measure recidivism with criminal activities (arrests/incarcerations) and rework current data collection to obtain recidivism with child protective services (referrals, outcomes, removals), 3) in year one, complete a limited case study of closed treatment/control participants and in year two, complete a cost analysis of the program. These activities will strengthen the evaluation component of PIR and provide opportunities to develop briefs, papers and reports for dissemination.

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3.c Evidence-Based Practices Utilized in Project Design

The PIR-II project design is based on current collaborative efforts, resources and expertise in the area of child welfare, substance abuse, trauma-informed care and parent education/training. PIR-II builds on these local strengths and incorporates additional evidence-based practices that are appropriate for the focus of the project design. These practices are

reflected in the assessment and screening tools utilized, the intervention and therapeutic services, the training and skills of the staff, and the overall goals of the project.

Evidence-Based Screening and Assessment Tools - The CPS caseworkers will administer the following to all participants: (1) the UNCOPE, (2) the Texas Guided Risk Assessment. See summary of standardized measures in the following table:

Standardized Measures	Indicators/data elements or example items	Data source
UNCOPE	Basic Demographics and Screening tool with 6 items (yes/no). Two or more positive responses indicate possible abuse or dependence; Responses of 4 or more strongly indicates dependence.	CPS caseworker
Texas Guided Risk Assessment	Qualitative assessment of: Caregiver capacity, protective capabilities, home & social environment, protective capabilities, quality care Child vulnerability, maltreatment pattern, response to intervention	FBSS caseworker
Child Adolescent Needs and strengths – MH (CANS-MH)	Standardized measure (41 items) is a comprehensive assessment of psychological and social factors for use in treatment planning. Domains assessed include general symptomology, risk behaviors, developmental [illegible] It is intended to support case planning.	CC child therapist
Ages and Stages Questionnaire – Social/emotional (ASQ-SE)	Standardized measure that focuses on self-regulation, compliance, communication, adaptive behaviors, autonomy, affects and interactions with people	CC child therapist
Adult/adolescent parenting Inventory-2 (AAPI-2)	Standardized measure (40 items) that assesses parenting attitudes and child rearing in areas of: inappropriate parental expectations, inability to demonstrate empathy towards children's needs, strong belief in the use of corporal punishment, reversing parent-child family roles, and oppressing children's independence.	Parenting Trainer

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The **UNCOPE** - a screening tool for identifying substance abuse/dependence (Hoffman, 1999) has been successfully utilized in child welfare practices in the State of Oklahoma (an RPG Grant site), the State of Kentucky, and Los Angeles County, CA. The **Texas Guided Risk Assessment** is a tool created for use by all CPS workers in Texas. These tools will be completed with all PRI-II participants – treatment and the modified control group. The results of these tools will be used to guide service interventions/support to children/youth and parents and will be evaluated for program outcomes. CC Child Therapist will administer assessments to children/youth to inform their service provision. The therapist will administer the **Child Adolescent Needs and Strengths – MH (CANS-MH)** to all PIR youth enrolled in the treatment group. The CANS-MH

will assess youth's emotional and behavioral health, using information from the child's caregiver in conjunction with an exam, completed by the child therapist. The CC Child Therapists will also administer the **Ages and Stages Questionnaire Social/Emotional** (ASQ SE) to children ages 0-3 years. The ASQ-SE is a screening questionnaire designed to identify developmental delays in infants and young children, including assessment of social emotional development. The **Adult-Adolescent Parenting Inventory** (AAPI-2) will be used to identify the parenting and child rearing attitudes of parents (Bavolek, n.d.) and administered as a pre and post-test by the PIR parent training partner, Mauny and Associates.

Evidence-Based Interventions -The child therapist will be trained to provide **Trauma Focused-Cognitive Behavioral Therapy** (TF-CBT) which is a psychosocial treatment model designed to treat posttraumatic stress and related emotional and behavioral problems in children and adolescents (National Registry of Evidence Based Programs and Practices, 2008). The therapist will engage the children/youth in experiential therapy services, such as: pet assisted therapy, music, art and recreational therapy. Mauny and Associates parenting trainers will utilize modules of the **Nurturing Parenting Programs** to guide their interaction, coaching and teachable moments with parents (National Registry of Evidence-based Programs and Practices, 2010). The Attorney Ad Litem, representing children in court-ordered child protective services cases, will utilize *The Practice & Policy Brief: Advocating for Very Young Children in Dependency Proceedings: The Hallmarks of Effective, Ethical Representation* as a guide in representing children (Maze, 2010). PIR-II will host a 2-day workshop with the Child Trauma Academy focusing on understanding trauma, the impact and the recommended interventions.

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3.d Provision of Culturally Responsive Services

PIR-II will continue to be culturally responsive to the children/youth and their families by acknowledging the unique strengths, abilities and challenges of each family in the context of their culture. In this way, culture is viewed not only as race/ethnicity but as the distinctive culture of the family, their neighborhood and community. Culture is seen as an asset that requires understanding and acceptance. PRI staff will be creative and flexible in their efforts to adapt interventions to mesh with a family's culture whenever possible. PIR staff will be reflective of the families served by the project. The services and supports provided to the families will be offered in their home and community. The family will be a part of the team and they will have a voice in service provision. CPS has been working to address issues of disproportionality over the last five years through trainings, community groups and specialized caseloads for target zip codes with high disproportionality rates. PIR-II will be able to partner with the CPS "disproportionality initiative" to improve understanding, knowledge and service delivery methods as it relates to disproportional representation of minority populations in child protective services. Additionally, PIR-II will collaborate with the Center for Elimination of Disproportionality and Disparities (CEDD) to receive training, program guidance and recommendations for delivering culturally relevant and competent services. In year one, CEDD will complete a project assessment, recommendations and provide technical assistance. In year two of the PIR-II extension grant, CEDD will provide two – one day trainings on *Undoing Racism* for PIR team members.

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3.e Collaboration

Travis County Health and Human Services/Veteran Services (TCHHS/VS) primary role is to facilitate collaboration between various community entities in order to streamline service

provision and minimize duplication. TCHHS/VS accomplishes this by: applying for and managing collaborative grants, developing expertise in an issue area, research and reporting, facilitation of community meetings, chairing community coalitions, and acting as a broker between groups with competing interests. The Travis County community enjoys numerous collaborative efforts designed to maximize the available resources, skills and expertise of our community partners. TCHHS/VS plays a primary leadership role in these coalitions, among others: Community Partners for Children (CPC); Child and Youth Mental Health Planning Partnership (CYMHPP); the System of Care Initiatives; and the Regional Partnership Grant – Parenting in Recovery/Travis County Family Drug Treatment Court. Additionally, we are members of the Early Childhood Coalition (ECC), Success by 6, Disproportionality Coalition, Model Court Initiative, Child Protective Services/Travis County Juvenile Court cross-over docket, and the C PE Juv ile ustice M ntal Heal Cour TCHHS/VS h s been continuously successful in dev oping a d m naging alit ns acr s is es areas with focus on children's mental health, substance abuse, child welfare, juvenile justice and the school learning environment. In 1997, Travis County was awarded a SAMSHA grant and created The Children's Partnership (TCP) to address the mental health needs of children/youth and their families. TCP has been a vibrant part of our community since 2005. The primary partners are the mental health authority, Austin Travis County Integral Care; juvenile justice and child welfare agencies; area School Districts; and TCHHS/VS. TCP partners created a community management team that oversees TCP day-to-day operations. The partners use a shared database, report on shared outcomes, and utilize a blended funding pool. In 2007, TCHHS/VS was awarded a Regional Partnership Grant through the Administration of Children and Families. This grant is known as Parenting in Recovery (PIR) and supports the Travis County Family Drug

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Treatment Court (FDTC). One of the key achievements of PIR was the development of a collaborative service delivery system between child welfare, the Court and the substance abuse community. This collaboration did not formally exist in 2007, but now Travis County has a charter supporting the FDTC which delineates the collaboration and commitment of the primary partners. Additionally, PIR was successfully integrated into the FDTC, which was launched in 2008. The program has become entrenched in the community through the dedication of its partners. CPS dedicated a unit of staff to the effort, the District Attorney's office designated an ADA to PIR, and the district court devoted a court room, staff, and a judge as well. The current collaboration for this RPG has expanded to include these members: Austin Recovery (substance abuse provider); CRADLES (grant-funded home visiting program focused on child welfare and substance abuse); Communities for Recovery (recovery supports group); Child Welfare; TCHHS/VS; Safe Place (domestic violence partner); ATCIC (behavioral health partner & contract management for flexible funding); CASA; local attorneys; Foundation Communities (housing partner)Lone Star Circle of Care and Manos de Cristos. Additionally, this grant was able to facilitate partnership with local vendors to prioritize our clients, charge reduced rates, and accept payment from various sources. This Regional Partnership has successfully collaborated to develop and sustain a Family Drug Treatment Court (FDTC). It has also established a continuum of services for child welfare families that includes substance abuse treatment, housing, and mental health and parenting supports. The collaboration has routine meetings (monthly and quarterly), an annual retreat, and quarterly cross-training events. This reflects that TCHHS/VS has the capacity, knowledge and relationships to establish, support and maintain collaborations. TCHHS/VS was able to build on the RPG collaboration to develop the Children's Continuum (CC), designed to support the children of the FDTC, which was funded by DOJ in 2011. This

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expands the collaboration to a child development specialist, secures the role of a child legal advocate, and introduces specialized therapeutic services to children and families. Through these experiences, TCHHS/VS has learned these key components must be present for a collaboration to succeed: 1) a person/agency is designated to provide administrative support, routine communication and meeting facilitation, 2) the facilitator must know and communicate the strengths, capacity, and limitations of each partner and build on the strengths, acknowledge the limitations, and "push" the capacity, 3) each partner must understand the benefits to their agency, 4) communication and support must occur at three levels- direct line staff, supervisors, and administration, 5) partners must have a common, documented purpose or goal – preferably through an MOU or charter, 6) partners must have defined tasks and responsibilities, and 7) cross-training ensures that all partners have the same knowledge base and understanding. These key components allow the collaboration to develop respect, trust and a mutual understanding which facilitates system improvement and innovation. PIR-II will build upon these lessons learned to support the PIR collaboration through the extension phase to a sustained site.

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3.f Factors that Speed or Hinder Project Implementation

The implementation of PRI-II will be managed through a coordinated effort between the lead agency, TCHHS/VS, grant partners and the grant-funded positions. The roles, scope, and responsibilities of these entities are designed to maximize skill sets and ensure on-time implementation and management of the grant. It has been the experience of TCHHS/VS, through the management of previous grants, which it is critical to have the implementation and management responsibilities divided and assigned to specific staff. This ensures that the resources and expertise are available to make sure grant requirements are successfully met. In this way, we believe we will be able to implement the grant successfully and within expected

timeframes. TCHHS/VS will be responsible for the financial, contractual, and grant compliance tasks and designate a Program Administrator to manage the grant in collaboration with designated County staff in finance, contract management, legal, and the auditor's office. The focus of this staff will be to integrate the grant award into the county financial system, ensure sub-recipient contracts are executed, complete yearly audits of sub-recipients, and comply with submission of grant required financial documents, including carry-over requests and the SF-425. The match funded Project Director will be responsible for implementation of the project design, in collaboration with the Project Administrator and grant partners. The Project Director will focus on compliance of grant required reports, the evaluation, systems and service development and the strengthening of the regional partnership. The Evaluator and part-time Research Assistant (both grant-funded) will focus on the implementation and management of the PIR-II expanded evaluation. They will be responsible for gathering the necessary data from the partners for bi-annual uploads to the grantor and analyze and interpret the data for both local and federal evaluation purposes. In collaboration with the Project Director, the research assistant and program evaluator will complete the additional evaluation components: case study and cost analysis, along with new data elements on criminal recidivism. The Evaluator will work closely with the federal grantor to ensure compliance with the federal reporting requirements for the evaluation and during the extension phase the evaluation team will focus on obtaining missing data for the control group to improve the efficacy of the evaluation. The evaluation team will develop products for dissemination during the extension period.

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The primary community partners – Child Protective Services (CPS), Office of Child Representation (OCR), Austin Travis County Integral Care (ATCIC), and Foundation Communities (FC) - will be responsible for providing direct service to eligible families

according to the project design. These primary partners will become the grant management team led by the Project Director and supported by the Project Administrator. This team will meet monthly and quarterly for grant's management. Other community partners, PIR-II operations and advisory committees will meet to address partnership development, system change and sustainability. CPS will maintain their PIR dedicated unit; OCR will employ a grant-funded attorney to represent the legal rights of children in the court-ordered services lawsuits to ensure that the child's voice is heard in court while collaborating with a team to support the goals of PIR-II. Child's Continuum grant-funded Child Therapist will administer assessments and provide direct therapeutic services to the children, and engage them in experiential therapies. FC will have one grant-funded part-time housing Case Manager.

Hindrances- A challenge in county government is the time required to certify federal funding, execute contracts and obtain Court approval. TCHHS/VS is aware of these limitations and addresses this by designating a program administrator to oversee the grant project who can successfully navigate the County government system. CPS has significant staff turnover that can hinder implementation of a grant project. To address this concern, we have engaged direct line staff, supervisors and administrators to support this project. Additionally, several persons are designated from CPS to support the implementation of PIR-II, which will require a philosophical shift for all the partners to move to a family-centered approach. The partners express this value and indicate a willingness to embrace this shift and to adjust their practice to support the PIR-II extension project. This oversight, management and collaboration will allow PIR-II to meet its goals to: 1) provide cross-systems training for child welfare and substance abuse counselors to promote more effective collaboration and treatment planning and increase ability to service families with substance dependency problems and child welfare involvement; 2) preclude or

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decrease the number of out-of-home placements for children of mothers with substance dependency and 3) increase the safety and well-being of children of substance dependent mothers by reducing risks factors and increasing protective factors for child maltreatment.

3.g Project Timeline

The project timeline, shown in Table 4, illustrates the steps necessary for implementing PIR-II with major milestones, target completion dates for tasks, and key personnel responsible for implementation and management of the grant. This chart demonstrates that TCHHS/VS, in conjunction with their community partners, will be able to facilitate the implementation of PIR-II within a reasonable and appropriate timeframe.

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Table 4. Project timeline

Yr 1 Start Date	Project Function	Objective to be Accomplished	Activity Accomplished	Expected Completion Date	Person Responsible
Sept 3 2012	Pre-Grant Award Implementation	Review grant design & implementation plan with regional partners	Engaged partners prepared for grant award	Sept 3 2012	Laura Peveto
Sept 10 2012	Pre-Grant Award Implementation	Meet with Travis County grant team to prepare for grant award and implementation	Engaged staff prepared for grant award	Sept 10 2012	Laura Peveto
Sept 10 2012	Pre-Grant Award Implementation	Prepare for sub-award contracts per grant design	Contract formats will be identified from existing contracts for each sub-award recipient to facilitate expedited execution of contracts	Sept 17 2012	Laura Peveto
Sept 28	Grant Award Implementation	Grant Team and Partners mobilized to implement grant award	Partners and Travis County Staff are engaged to execute their responsibilities per the grant design. Will occur through a series of meetings.	Sept 28 – Oct 5th 2012	Laura Peveto Chuck Roper Partners & Cty Staff
Sept 28 2012	Grant Award Implementation	Complete internal County processing of grant award	Grant Certification Budget Set-Up in SAP	Oct 30 2012	Laura Peveto Auditor/Finance
Sept 28 2012	Grant Award Implementation	County approval of future sub-recipient contracts	Ensure that contracts are effective to the date of the award.	Oct 30 2012	Legal / Auditor
Sept 28 2012	Grant Award Implementation	PIR-II management team PIR mgmt. team of the grant design and how it will impact PIR	Current PIR partners will fully understand the implementation process and goals of PIR-II including their roles and responsibilities	Oct 30 2012	Chuck Roper PIR-II Management Team
Sept 28 2012	Grant Award Implementation	Integration of PIR-II design with the existing PIR with no disruption in existing services & supports	Begin implementation of integration of PIR-II with PIR	Oct 30 2012	Chuck Roper Laura Peveto
Sept 28 2012	Grant Award Implementation	Existing PIR partners will continue service provision without disruption	FC housing partner; and flexible funds will continue to serve PIR participants during the implementation phase of the grant	Sept 28 2012	FC ATCIC Chuck Roper/Lp
Oct 1 2012	Grant Award Implementation	Initiate process to hire grant funded staff with ATCIC, OCR	Provide technical assistance to ATCIC, OCR partners that will allow immediate posting and interviewing for grant funded positions	Oct 31 2012	Laura Peveto TC Staff
Oct 1 2012	Grant Award Implementation	Develop sub-recipient contracts with ATCIC, OCR, and FC	Completed contracts to hire project staff and facilitate access to flexible funding to implement grant design	Nov 30 2012	Laura Peveto John Bradshaw Community Partners

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Oct 2012/ Grant Comp.	Grant Award Implementation/Mgmt.	Management of the Program (PIR-II / FDTC) including compliance with grant requirements and budget management	Management meetings with Partners: PIR-II grant managements PIR-II / FDTC operations meetings PIR-II / FDTC case management meetings	Ongoing Weekly Monthly Monthly	Laura Peveto DCC / Chuck Roper DCC / Chuck Roper
Yr 1 Start Date	**Project Goal**	**Objectives to be Accomplished**	**Activity Accomplished**	**Expected Completion Date**	**Person Responsible**
Oct 22 2012	Grant Award Implementation	PIR-II Management Team will refine and implement Evaluation plan	Continue the process of identifying and tracking control participants; Detailed plan for the completion of the Cost Analysis and Case Study; Target dates for dissemination of evaluation informed products; Goals and target dates to collect missing data from prior PIR control participants; identify updates required to the database to support the evaluation plan	Nov 30 2012 – Review Quarterly and update as necessary	Sanna Thompson Chuck Roper PIR-II Management Team
Oct 31 2012	Grant Award Implementation	Hire Research Assistant to support evaluation	Encompass – Evaluator hire part-time research assistant to support implementation of Eval	Dec 28 2012	Sanna Thompson
Nov 5 2012	Grant Award Implementation	Conve Partnership Me ing	Regional part on the status of the PIR-II implementation, evaluation plan, program functioning, and the sustainability plan	t 31 2012 – Occur arterly thereafter	Chuck Roper
Nov 12 2012	Grant Award Implementation	PIR-II Management Team meets to review grant implementation progress	PIR-II Management Team will assign new and monitor implementation of current tasks to include service numbers for grant	Monthly	Laura Peveto/CR PIR-II Primary Partners
Nov 2012	Grant Award Implementation/Mgmt.	Attend Early Kick-Off meetings for funded Grantees	Project Director, Evaluator and other Key partners will attend Grantee's Meeting	Annually Nov 2012 August 2013	Chuck Roper Laura Peveto RPG Partners
Dec 2012	Grant Award Implementation	Integration of PIR-II Child Therapist with existing Children's Continuum (CC) Grant – Child Therapist	Meeting with CC management staff, ATCIC staff and PIR-II mgmt. team to establish protocols and procedures to serve the children of the participants	January 14 2013	PIR-II Mgmt. Team CC Mgmt. Team ATCIC
Dec 2012	Grant Award Implementation	Integration of PIR-II AAL with existing PIR program	Meeting with and PIR-II mgmt. team, OCR, PIR /FDTC to establish protocols and procedures to serve the children of the participants	January 14 2013	PIR-II Mgmt. Team CC Mgmt. Team ATCIC

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Oct 2012/ Dec 2012	Grant Award Implementation	PIR-II Child Therapist is a member of the PIR-II service continuum for children	ATCIC hires the PIR-II child therapist	Dec 28 2012	ATCIC PIR-II Mgmt. Team
Oct 2012/ Dec 2012	Grant Award Implementation	PIR-II AAL is a member of the PIR-II service continuum for children	OCR hires the PIR-II child therapist	Dec 28 2012	OCR PIR-II Mgmt. Team
Jan 2013	Grant Award Implementation	Identification of existing PIR participants' children who are eligible for PIR-II grant services	List of children/youth and their potential mental health needs will be developed for services by PIR-II	Jan 14 2013	CC Child Therapist DCC PIR DCt. Tm
Oct 2012/ Jan 2013	Grant Award Implementation	IRB completed and submitted for approval	Approved IRB for the evaluation component of the grant	Jan 18 2013	Sanna Thompson
Yr 1 Start Date	**Project Goal**	**Objectives to be Accomplished**	**Activity Accomplished**	**Expected Completion Date**	**Person Responsible**
Jan 2013	Grant Award Implementation	Review and update the Policy and Procedure manuals for both PIR to reflect PIR-II services	Updated policy and procedure manuals for both PIR-II and FDTC	Feb 28 2013	Chuck Roper DCC
Jan 2013	Grant Award Implementation	Review and update the brochures and participant handouts and manuals to reflect the integration of PIR-II	Updated brochures, handouts, and manuals for PIR-II/FDTC participants	Jan 14 2013	Chuck Roper DCC
Jan 2013	Grant Award Implementation	PIR-II services are in place and being utilized	AAL and Child Therapist is serving PIR-II/FDTC participants' children (all existing services associated with PIR occurred without disruption since 9/28/12 including SA Treatment, Recovery Supports, FDTC)	Jan 21 2013	OCR ATCIC PIR-II Mgmt. Team PIR DCt. Tm
Jan 2013	Grant Award Implementation	PIR-II will meet grant service numbers for child therapist, AAL, and program participants both treatment and control	PIR-II Management Team will monitor enrollment monthly and resolve systematic barriers	Ongoing during monthly meetings	PIR-II Mgmt Team
Jan 2013	Grant Management	Evaluation Team will ensure compliance with Evaluation plan	Evaluation team will review, revise and update plan; address systematic barriers; finalize products for dissemination; prepare and execute federal data uploads; locate missing data on control group from Yr 1-5 of PIR grant; prepare local reports for RPG	Quarterly Meetings: Oct, Jan, April, July	PIR-II / FDTC Evaluation Team

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Feb 2013	Grant Management	Engaged and Informed Regional Partners	Quarterly Regional Partners Meetings: Focus on Data review and implications to the program design; Systematic changes including the integration of children; Sustainability of PIR-II/FDTC	Quarterly: Nov, Feb, May, Aug	Chuck Roper DCC Regional Partners
April 2013	Grant Management	Completion of Semi-Annual Report	Project Director will complete and submit the semi-annual report on or before required date	April 2013	Chuck Roper
June 2013	Grant Management	Data Upload completed including missing data for control group PIR Yr 1-5	Evaluator will upload required data elements from PIR I & PIR-II including previously missing data from PIR I Yrs 1-5	June 2013	Sana Thompson Chuck Roper Research Assistant
Aug 2013	Grant Award Implementation/Mgmt.	Attend required grantee meeting	Project Director, Evaluator and other Key partners will attend grantee's meeting	Annually Nov 2012 August 2013	Chuck Roper Laura Peveto RPG Partners
Sept 2013	Grant Management	PIR-II / FDTC Sustained operations post grant	Review and update the sustainability plan for PIR-II / FDTC	Sept 2013	PIR-II Mgmt. Team
Yr 1 Start Date	**Project Goa**	**Objec[illegible] ccom[illegible]lished**	**[illegible]ity Acco[illegible]plished**	**Expected [illegible]mpletion Date**	**Person Responsible**
Sept 2013	Grant Manag[illegible]ment	[illegible]d o[illegible] [illegible]evie[illegible]	Quali[illegible] Revie[illegible] [illegible]mplem[illegible]ntatio[illegible] Evaluation; Sustain[illegible]ility [illegible] Propose and begin Implementation of any design changes based on quality review	[illegible]pt 27 [illegible]13	Project Director PIR-II Mgmt. Team
Sept 2013	Grant Management	Carry – Over Request prepared	Review year one budget expenditures and prepare carry-over requests for services / supports that were started in year six but were not completed	Oct 31 2013	Project Director Laura Peveto Finance/Auditor
Sept 2013	Grant Management	Evaluation Product Disseminated	Evaluator will complete evaluation product for dissemination: Case Study of discharged PIR participant from Yr 1-5	Oct 2013 – Dec 2013	Evaluator Research Assistant Chuck Roper
Oct 2013	Grant Management	Updated and signed Charter	Charter will be reviewed, updated and signed by partners	Nov 2013	
Oct 2013	Grant Management	Semi-Annual Grant Report	Comply with grant requirement of submitting a semi-annual report regarding grant status	Oct 31 2013	Project Director Laura Peveto

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Dec 2013	Grant Management	Submission of Grant required financial documents	Semi-Annual submission of the SF 425	Oct 31 2013	Finance/Auditor
Yr 2 Start Date	**Project Goal**	**Objectives to be Accomplished**	**Activity Accomplished**	**Expected Completion Date**	**Person Responsible**
Oct 2013	Grant Management	Management of the Program (PIR-II / FDTC) including compliance with grant requirements, budget management and program operations	Management meetings with Partners: PIR-II grant managements PIR-II / FDTC operations meetings PIR-II / FDTC case management meetings	Ongoing Weekly Monthly Monthly	Laura Peveto DCC / Chuck Roper DCC / Chuck Roper
Oct 2013	Grant Management	Evaluation Team will ensure compliance with Evaluation plan	Evaluation team will review, revise and update plan; address systematic barriers; finalize products for dissemination; prepare and execute federal data uploads; locate missing data on control group from Yr 1-5 of PIR grant; prepare local reports for RPG	Quarterly Meetings: Oct, Jan, April, July	PIRII / FDTC Evaluation Team
Nov 2013	Grant Management	Convene Regional Partnership Meeting	Regional partners will be updated on the status of the PIR-II implementation, evaluation plan, program [illegible]ning, data review and the sustainability	Nov 2013 – Occur quarterly, [illegible]reafter: [illegible]v, Feb, [illegible]y, Aug	Chuck Roper
Yr 2 Start Date	**Project Goa**	**[illegible]ves to b[illegible] Accom[illegible]lished**	**Activity [illegible]ccom[illegible]plished**	**[illegible]xpected [illegible]mpletion Date**	**Person Responsible**
Jan 2014	Grant Management	PIR-II / FDTC Partners will submit required budget submissions for 2014-15 and beyond	ATCIC, FC, TCHHS/VS, OCR will advocate and prepare budget requests within their agency to sustain grant funded positions and flex funding	April – May 2014	RPG members
April 2014	Grant Management	Completion of Semi-Annual Report	Project Director will complete and submit the semi-annual report on or before required date	April 2014	Chuck Roper
May 2014	Grant Management	Regional Partnership Meeting	Solidify plan to implement the sustainability plan for the grant post funding in Aug 2014	Aug	Project Director
June 2014	Grant Management	Data Upload completed including missing data for control group PIR Yr 1-5	Evaluator will upload required data elements from PIR I & PIR-II including previously missing data from PIR I Yrs 1-5	June 2014	Sana Thompson Chuck Roper Research Assistant
Aug 2014	Grant Management	Regional Partnership Meeting	Begin to implement the sustainability plan for the grant post funding	Aug 2014	Project Director PIR Mgmt.
Aug 2014	Grant Management	Annual Grantees Meeting	Site attends the close out grantee meeting	Aug 2014	Project Director Evaluator / Partners

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Aug 2014	Grant Management	No-Cost Extension	Site completes and submits the No-Cost Extension if funding remains and services in year 7 have not been completed	Aug	Laura Peveto Chuck Roper Finance/Auditor
Sept 2014	Grant Management	Evaluation Product Disseminated	Evaluator will complete evaluation product for dissemination: Cost Analysis of program	Oct 2014 – Dec 2014	Evaluator Research Assistant Chuck Roper
Oct 2014	Grant Management	Semi-Annual Grant Report	Comply with grant requirement of submitting the last semi-annual report regarding grant status	Oct 31	Project Director Laura Peveto
Dec 2014	Grant Management	Submission of Grant required financial documents	Semi-Annual / Close- Out submission of the SF 425	Dec 1	Finance/Auditor
Dec 2014	Grant Management	Final Report	Site provides thorough report on the 5 year grant: lessons learned; data analysis; service recommendations; replication of model	Dec 31	Project Director Evaluator Laura Peveto
Dec 2014	Grant Management	Final Data Upload	Final Data for the grant uploaded to Federal partner	Dec 15	Evaluator/RA Project Director
If extension is granted then continue service delivery and documentation per grant guidelines and follow same close-out procedures listed above for the No-Cost Extension period.					

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Referenced Person/Roles:

Name/Role	Agency/Affiliation	Title/Role	Responsibilities
Laura Peveto (LP)	TCHHS/VS	Prevention/Intervention Mgr	Grant Management/Project Administration
Chuck Roper (CR)	TCHHS/VS – Grant Match	Project Director for PIR I & II	Grant Management, Program Mgmt., System Collaboration
Finance	TCHHS/VS	Contract Specialist – Finance	Grant Sub-recipient Contracts, Budget
Auditor	Travis County Auditor's Office	Auditor for Grants	Audits Sub-recipient contracts; and HHS expenditures; grant compliance; budget
Regional Partners	Travis County	Grant partners & Community	System Change; Collaboration; Sustainability
Evaluator – Sanna Thompson	Encompass	Evaluator for PIR I & II	Evaluation component of PIR I & II; Evaluation Plan/Dissemination
Research Assistant (RA)	Encompass	RA for PIR-II	Data collection and management – P/T position
OCR	Office of Children's Representation	Primary Partner for Children Svs	Oversee legal services to children
ATCIC – Child Therapist	Austin Travis County Integral Care	Primary Partner for Children Svs	Provides therapeutic services including screening/assessments; therapy; connection to specialized services to the children
ATCIC – MSO	Austin Travis County	Primary Partner for	MSO for management of flexible funding:

	Integral Care (ATCIC)	Flexible Funds utilization	Children Services; Substance Abuse Treatment; Recovery supports
PIR I & II Mgmt. Team	Multiple Agency Affiliations: ATCIC, OCR, FC, TCHHS/VS, Encompass	Primary group responsible for grant management tasks	Ensure compliance with grant requirements
Evaluation Team	Multiple Agency Affiliations: ATCIC, OCR, FC, TCHHS/VS, Encompass, FDTC, CPS	Primary group responsible for evaluation components of the grant	Ensure compliance with grant required evaluation; disseminate grant generated information to RPG partners to improve practice and support sustainability
PIR Team	Multiple Agency Affiliation: agencies who are providing supports and services to PIR court participants	Oversight of FDTC	Develops, manages and enhances FDTC protocols and procedures; supports systematic change; quality assurrance
CC Child Therapist	Austin Travis County Integral Care (ATCIC)	Provided services to eligible children under the Children's Continuum Grant	Provide screenings, assessments, services and connect to specialized services for children whose parents are eligible services as FDTC participants
PIR-II Primary Partners	Multiple Agency Affiliations: ATCIC, OCR, FC, PIR team	Role: Provide services per grant design and Oversee implementation and management	Meet routinely; comply with grant requirements

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3.h. Contribute to Increased Knowledge & Dissemination of Findings

The PIR-II dissemination objectives are to 1) produce documents for dissemination that illustrate the project design, participants, and the relevant outcomes, 2) produce presentations that inform on promising practices, lessons learned, and project replication, 3) distribute a case study that highlights the status of both treatment and control participants post completion, 4) distribute a cost analysis of the project that demonstrates the cost:benefit ratio, 5) produce reports that are tailored to the local community and reflect the areas of importance to project partners, and 6) presentations that inform the local workforce on intervention practices, system navigation, and increases their understanding of this population. This site has successfully collected data on both the treatment and control group, maintains a web accessed database, has a real-time data portal, and is able to successfully upload data to grantor. During the extension period, PIR-II will focus on improving the efficacy of the evaluation by improving the data collection on the control group, expanding data elements and including new evaluation components in the case study and cost analysis. Additionally there will be a strong focus on translating the data to local reports that support the overall sustainability efforts of the site. The extension period provides the opportunity for this site to improve the quality and breadth of the evaluation which will enable it to produce richer, more relevant documents for dissemination.

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PIR-II will focus the dissemination to three primary entities: 1) the local community including government, judicial system, agencies of PIR partners, and the local workforce, 2) the state level including congressional representatives, and state agencies, and 3) at the Federal level including the grantor, Congress (through the reported submitted by the grantor), and other grantee communities. The site intends to produce reports, briefs, and presentations that can be disseminated through conferences, professional journals, presentations, and required final report.

3.i. Project Design - Sustainability Plan

PIR has worked throughout the grant period to ensure sustainability of the project. These steps were taken to promote the project's sustainability: 1) PIR merged with the FDTC as the local community supported the idea of sustaining a specialized court, 2) PIR monitored the project design and readily made changes that improved processes and outcomes, 3) PIR developed a strong, responsive collaboration with essential community partners that focused on meeting individual agency needs , 4) significant training and workshops were held to promote knowledge, shared understanding, common language, and goals, and 5) data was provided to illustrate the population being served, the outcomes, and the benefits of the project. These efforts have led to the community valuing PIR and supporting the project's continuation as a sustained program post-grant. PIR is now perceived as a necessary resource in addressing substance abuse among child welfare involved families. Sustained elements include:

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Agency Sustaining Element	Sustained Element
DFPS (Child Protective Services)	Dedicated CPS Unit: 1 Supervisor, 3 Investigators, 2 Caseworkers
District Attorney Office	Dedicated Assistant District Attorney
District Court	Dedicated Associate Judge, Courtroom space and Staff
District Court	Funding for Attorneys to represent the Parents of PIR
Austin Recovery	Dedicated staff member to support PIR participants
TC HHS/VS	Project Director transitioning to Clinical Manager post-grant
TC HHS/VS	Flexible funding for Substance abuse treatment and recovery supports -- $285,000 dedicated to PIR

In addition to these dedicated resources, PIR has developed working agreements with several community providers such as Lone Star Circle of Care, Manos de Cristo, and MedSavers. These agreements facilitate both the prioritization and a cost reduction to the participants of PIR-II. The collaboration that supports PIR-II defines their role and responsibilities through a signed charter and the establishment of operations and advisory committees. PIR is prepared to serve families post grant services beginning in 2012; however, the sustained project would be reduced

in scope but would continue to function according to the design as the essential elements have been sustained by the local community. In August 2012, PIR in preparation of the potential discontinuation of grant funding will begin enrolling a limited number of participants utilizing local funding. This is an option because as of August 1st, 2012 PIR will have met the enrollment obligations for both the control and treatment groups. However, it must be noted that the reduced project would be vulnerable for several reasons: 1) a reduction in the number of people served could make the cost of the program unsupportable by the community, 2) the project will not have the opportunity to address data gaps in the federal upload which could impact the quality of the overall evaluation, 3) the site would not have the benefits of a case study and cost analysis to educate and promote long-term sustainability, 4) the site would not have the ability to address the service gap for children, 5) the project would not be able to sustain the housing case manager position which is a critical component of the service design and 6) the project would only be able to sustain 70% of the flexible funding for substance abuse and recovery supports. For these reasons, even though this site could function independently it is requesting the PIR-II extension. This will aide in the long-term sustainability of the project. PIR-II requests funding for two additional positions to address the significant service gap for children in PIR. The child therapist will be funded with ATCIC, the local non-profit mental health authority. ATCIC is able to raise funds and support positions post grant. Additionally, Travis County funds ATCIC and some of those funds could be redirected for this position post grant. Finally, this community is exploring an 1115 waiver and this position could be designated for funding with the draw down dollars. It is highly likely that if this position proves valuable and impactful to the children/youth and their families that the community will utilize one of the above methods to sustain the position. The second position is an attorney ad litem (AAL) to represent the children of the PIR participants in

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their lawsuit with child protective services. This position is funded with the Office of Child Representation (OCR), a division of Travis County. OCR is able to seek funding through the Travis County budget on an annual basis. During the grant period, OCR will evaluate this position and if it is found to promote permanency, aide in system navigation and heightened collaboration then it is prepared to do a budget request. The PIR partners will provide support for this request through reports and testimony. PIR-II requests funding to support the continuation of the housing case manager and the continuum of services for the parent track within PIR. The housing case manager will be funded with Foundation Communities (FC), a long-term partner with PIR. The housing case manager is a critical component of the PIR service continuum and must be sustained post grant. FC remains a committed partner to PIR and intends to support funding a portion of a position for PIR post grant. During the extension period, FC will work with the management team to see if the role can be expanded by serving more families through FC housing units. Regardless of the outcome, FC will continue to support the housing case management component post grant. The community has been successful in sustaining 70% of the flexible funding needed to serve the participants of PIR per grant design. A majority of our grant funding, 60% is dedicated to 90 day residential treatment for women and their children, as well as extended stays for single women whose children cannot accompany them into treatment. The community is planning to use local funding, State funding and Medicaid to cover the cost of treatment. However, currently in Texas the health care landscape is very uncertain as it relates to the Affordable Health Care Act and the status of Medicaid and Medical Exchanges. Additionally, the State rate for reimbursement only covers about 40% of the actual cost and currently Medicaid reimbursement is tied to that rate. This has left the options for funding treatment more complex to navigate and less dependable. During the extension period, the site

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will monitor the State's funding options for treatment, will maximize local resource dollars and explore other options to address the shortfall. One innovative idea currently being discussed by this site and Austin Recovery is using the flexible funding to cover the cost of an on-site child care center (based on an individual rate) which would free up other AR resources for funding treatment, improve the quality of services to both the children and parents, and is an area that is more readily supported for funding raising and long-term sustainability. Funding the PIR-II extension supports the long-term sustainability of the project and allows the site to develop innovative solutions to the issues that could not be addressed in the five year award period.

4. EVALUATION

4.a Summary of current PIR results and extension plan

To determine if treatment and control groups were similar, various demographics were tested, including admission category (test positive for drugs at childbirth, maltreatment allegation of children <5 years of age or both), age, ethnicity, employment and education status, and source of primary income. None of these were significantly different between the two groups, suggesting that the control and treatment groups were largely equivalent at admission. Outcomes variables measuring differences between intake and discharge, however, showed significant differences between groups. For example, Treatment group women had higher proportions who were working part or full time at discharge (40% vs 23%) (t=-3.2, p=.001), successfully completed all components of the program (62% versus 45%)(t=-3.1, p=.003), and fewer had parental right terminated(7% vs 30%) (chi-square=49.4, p=.001). Treatment group children who were youngest in the family were less likely to be removed from parents than those in the control group (39% vs 51%) (chi-square=2.9, p=.05) and treatment group children received services identified as needed more frequently than control group children, including: developmental services (92% vs

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65), mental health (85% vs 60%), educational services (75% vs 60%) and medical care (92% vs 65%). The evaluation of the extended project will build on these results while maintaining similar methods performed during the previous 5 years, with some modifications. The following outlines the evaluation methods and notes where changes in these methods have occurred due to lessons learned during the past 5 years. Process (formative) and outcome (summative) evaluation methodology are specified below. Of particular note, a Research Assistant will be added to the evaluation team with primary responsibility to focus on collecting data from the Control Group. Engaging and retaining control group participants is particularly difficult; therefore, the addition of a research assistant to locate and collect data on these individuals will improve the level of data collected on these individuals. In addition, the research assistant will improve collection of post-test data and conduct qualitative interviews with participants to determine their perceptions and experiences in PIR. Further analyses of treatment versus control group data with pre and post measures will provide a more robust evaluation of program effectiveness. We will also be adding a cost/benefit analysis to determine whether the cost of PIR is beneficial in economic terms.

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4.b. Design and Sampling Strategy

The evaluation design for this extended project will continue to be a treatment and comparison group methodology with modified random assignment. Pretests are conducted at admission into the program and posttests at exit. The evaluation will continue to track and examine specific program goals and specific federal and local designated indicators as a means of determining effectiveness of the program. Formative and summative strategies will continue to be used to understand specific program processes while monitoring child and parent outcomes. The sampling frame continues to include parenting women who have been referred to CPS due to an outcry of child maltreatment and who are identified as substance dependent by a CPS caseworker

during the investigation phase. Those mothers whose children are under five years of age and are approved to remain with her at Austin Recovery's Women and Children's Program in the residential treatment facility OR who have family members who can provide kinship care for child(ren) (up to 17 years of age) while the mother is in residential treatment are recruited for participation in the treatment group. Substance dependent mothers whose children are not permitted to remain with her in residential treatment or who have no family members willing to care for the children while she is in treatment, are recruited for participation in the comparison group. This methodology encourages similarity between the treatment and comparison groups as mothers are identified as needing residential treatment due to substance dependency and open investigations with CPS. They differ on the child(ren)'s placement options. This method of recruiting mothers and child(ren) does not allow for true random assignment to treatment and comparison groups due to the ethical issues associated with randomly assigning families to PIR-II or no treatment control as prohibitive. However, having a comparison group provides evidence of accomplishment of objectives that can be attributed to PIR program components.

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PIR-II will continue to serve 20-25 treatment families each grant year. This is based on the treatment costs per family and the need for the full 90 days of residential treatment at Austin Recovery. At least 30 families will be recruited into the comparison group each year. The treatment group will receive all components of PIR and the comparison group will receive services as are typically provided to this population of women and children. A greater number of families will continue to be recruited into the comparison group as we have found it more difficult to keep these families engaged in the evaluation or continue to locate them. CPS service encounters, such as the "Permanency Planning Team" meeting required by CPS at 90 days following the initial home visit, have been utilized to gather information from participants. CPS

caseworkers of control group families, however, have less involvement in PIR and are less invested in data delivery; thus, greater numbers of control families have been useful in maintaining similarity across groups.

4.c. Recruitment Procedures

When CPS receives a notification of possible child abuse/neglect, a CPS investigative case worker is assigned to the case. For this project, one unit of CPS case workers with specific training in substance abuse initiates the home visit and focuses discussions concerning issues associated with substance dependency. During the visit, the caseworker completes the UNCOPE as a means of identifying her level of substance abuse or dependency. The *Texas Concept Guided Risk Assessment* is also conducted to assess the family's functioning, vulnerability, safety, quality of care, maltreatment, home environment, and parental protective capacities. For those mothers who screen positive for substance dependency and as the final step in assessing inclusion criteria for PIR-II, CPS caseworkers determine placement of the child(ren). Mothers whose younger child(ren) can accompany her to Austin Recovery's Women and Children's program for residential treatment or who have family members (kin) who can care for her older children, will be recruited into PIR-II. Women who have children between 5-18 years of age or who cannot be placed in kinship care while she is in residential treatment are recruited into the comparison group and receive services as usual. Data collected for the program evaluation is detailed below, with a summary of various data elements for analysis is found on Table 5 and 6.

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4.d. Informed Consent procedures

Following the CPS caseworkers' interview with the mother and appropriateness for recruitment into the program is identified, the mother is presented with the option of participating in the treatment or comparison group, depending on whether she meets criteria for inclusion in the

treatment group or not. The specifics of the program for which she is eligible to participate are described, informed consent is explained, including who is conducting the study, that participation is voluntary, that information will be kept confidential, and that she can discontinue participation at any time without it impacting receipt of usual community services. Parenting women are informed that CPS will maintain records on them and their child which the evaluator will also access for aggregate analyses. Approval of this project by the University of Texas at Austin Institutional Review Board (IRB) has been in place during the previous years of the project and will continue throughout the extension period. The evaluator developed the proposal to the IRB and monitors all issues associated with the informed consent process.

4.e. Data Collection and Management

In order to manage all the sources of data, one of the major tasks for the evaluation in the original project was the development and on-going management of a specialized database where all data was collected. During the past 3 years, PIR Program's web-based database was developed based on local and federally-required indicators. CPS caseworkers assigned to each family collect and enter the information into the web-based database. The ease of access by various users was enhanced as all caseworkers have access to the internet and can enter their data in a password protected and secure site. This method creates greater ease and reliability of data collected than is possible with paper/pencil methods or sole reliance on data sources from various agencies. This method of data collection also permits connectivity between data collected especially for PIR and data collected by the Texas State Department of Family Protective Service (DFPS) partners. The web-based database is housed in a highly secure location that meets all the criteria set forth by Health Insurance Portability and Accountability Act (HIPAA) and other regulations related to access of health-related data. In addition, a 'web-

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portal' was developed that provides a 'real time' view of all data collected on federal indicators. As data is continuously added and updated, the portal provides 'real time' views of the data through a series of standard reports that represent all data entered to date. This allows for continuous monitoring of the data and ongoing access to reports of outcome and process indicators. As has occurred throughout the PIR project, the database and web portal will be further refined during the PIR-II extension period to include required federal and local data.

4.f. PROCESS Measures

This section provides detailed description of the procedures and methods used to address evaluation of the ***three specific objectives*** implemented for PIR and the extended PIR-II project. As these data are collected in the PIR database on a continuous basis, they will be included in bi-annual reports to grantors. Specific measures to evaluate these processes are listed in Table 5.

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Objective 1: Provide cross-systems training for child welfare and substance abuse counselors to promote more effective collaboration and treatment planning and increase ability to service families with substance dependency and child welfare involvement.

(1) Training CPS case workers in issues of substance abuse and dependency. The project director has provided various trainings for case workers related to substance abuse issues. After trying various standardized measures to identify substance use issues among mothers involved in CPS, the UNCOPE (see www.evinceassessment.com) was determined most feasible for use by CPS caseworkers. It provides a simple and quick means of identifying risk for abuse and dependence for alcohol and other drugs that does not require extensive clinical expertise. CPS case workers have been trained in its use and will continue to use it during PIR-II.

(2) Train CPS caseworkers concerning substance use issues. CPS caseworkers complete an on-line, interactive NCSACW course that includes modules, worksheets, pop-up questions, case

studies, and information boxes to support learning of issues related to substance abuse. The course concludes with a "Knowledge Assessment" that tests how well the individual understands the material. CPS caseworkers complete this assessment, after which they print out the 'certification of completion' and submit to Program Director and the evaluator.

(3) Train substance abuse counselors concerning child welfare issues. Substance abuse treatment staff complete an on-line, interactive NCSACW course that includes modules, worksheets, pop-up questions, case studies, and information boxes to support learning of issues related to child protective services. The "Knowledge Assessment" assesses understanding of the material and 'certification of completion' is sent to the evaluator by the Program Director.

(4) Family group conferencing will occur once before admission into residential substance abuse treatment, again before discharge from treatment, and other times as needed. The facilitator enters data concerning these conferences in the web-based database on specific indicators, such as the number of mothers with children who had family members willing to provide kinship care or the number of children who remained in parental care.

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(5) Increase capacity to serve greater numbers of substance dependent mothers with children. The capacity for serving mothers with children is monitored by Austin Recovery concerning numbers admitted to their women's residential treatment program; numbers of individuals served by CPS for the project, those reunified, those re-referred is also monitored.

(6) Expedite access to treatment. The length of time to access treatment is measured by monitoring the number of days from the first identification by the CPS caseworker of mothers in need of substance dependency treatment to the date of admission into treatment.

Objective 2: Preclude or decrease the number of out-of-home placements for children of mothers with substance dependency.

(1) ***Foster/kinship Care involvement.*** Children removed to foster care or kinship care due to parent's substance dependency, length of stay in out-of-home placement will be monitored over the course of the family's involvement in the project using DFPS data.

(2) Providing comprehensive wraparound support following residential treatment. The goal is to monitor and provide services to children by connecting to supportive services, such as educational/developmental services, medical/pediatric care, and child-focused mental health services. The various types of services used by the child are managed, monitored, and data collected by the PIR Program Director.

(3) Inclusion of Child Therapist to address children's needs and mental health. The project is being expanded to include a Child Therapist for treatment group children to more fully address and monitor their needs. This is response to changes in the focus of ACF concerning the suggestion of more predominant foci on child outcomes. The number of sessions, focus of sessions and response of the child will be collected to address this gap during PIR-II.

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Objective 3: Increase the safety and wellbeing of children of substance dependent mothers by reducing risks factors and increasing protective factors for child maltreatment.

(1) Drug treatment court integrated with Parenting in Recovery. One presiding associate judge currently assigned to the dependency court provides a dedicated court docket for mothers in PIR treatment group. CPS caseworkers associated with each family attend and collect specific data that can be merged with PIR program data. The Family Treatment Drug Court has now been fully integrated with PIR; therefore, the data collected on this process is more inclusive.

(2) Providing comprehensive wraparound support following residential treatment. The goal is to monitor and provide services to women once they are discharged from residential care. Connection to supportive services will be monitored concerning services of stable housing,

employment/educational needs, child care, medical and mental health services, and transportation vouchers. For this extension project, dental care will also be provided and monitored. The various types of services used by the client are managed, monitored, and data collected by the PIR Program Director. Each of the supportive services will be monitored for whether each service type was assessed as being needed and whether it was received if needed. The number served, types of assistance, and level of assistance are reported by the Program Director to the evaluator.

(3) Extend individual's retention in treatment. As retention (length of stay in services) has been found to be the most significant predictor of improved client outcomes, retention is monitored by tracking the days between the individual's admission and discharge from residential treatment, intensive out-patient, and aftercare services.

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(4) Participant's perceptions of PIR-II effectiveness. In addition to noting the number of families who are served by PIR and the number of services received, qualitative interviews will be conducted to query parent's perceptions of their experience with PIR, its effectiveness, and services that lead to their successful and unsuccessful outcomes.

TABLE 5. Process Measures, indicators and data sources

OBJECTIVE 1 COMMUNITY PARTNER FOCUS	**Provide cross-systems training for child welfare and substance abuse counselors to promote more effective collaboration and treatment planning and increase ability to service families with substance dependency and child welfare involvement.**	
PROCESS Measures	**Indicators/data elements**	**Data source**
Training protocols for UNCOPE and *Texas Guided Risk Assessment*	CPS investigators and case workers identify training completed through observational monitoring	Program Director/CPS caseworkers
CPS worker substance abuse knowledge	Number of staff completing on-line course for child welfare workers - Knowledge Assessment	CPS caseworkers
Substance abuse staff knowledge of CPS	Number of staff completing on-line course for substance abuse counselors - Knowledge Assessment	Austin Recovery

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Family conference	▪ How many family members attended ▪ Relationship of family member with identified client ▪ Level of each family member's willingness to provide assistance and type of assistance including kinship care ▪ Child(ren)'s placement (with mother in treatment, kinship care, or foster care)	CPS caseworker initiating family conference
Increase county's service capacity	▪ Number of Child Protective Service petitions filed ▪ Number of unduplicated adults served ▪ Number of new cases of children entering case during project period ▪ Number of adults successfully completing PIR ▪ Number of families reunified or remaining intact at PIR program discharge ▪ Number of families who have no re-referrals to Child Protective Services during their engagement in PIR ▪ Number of substance abuse residential treatment 'beds' expanded for substance-women with children under 5 years of age	DFPS data Management information system
Expedite access to treatment	▪ Number of days from first identification of need for substance abuse treatment and admission	CPS caseworker
OBJECTIVE 2 CHILD FOCUS	**Preclude or decrease the number of out-of-home placements for children of mothers with substance dependency**	
PROCESS Measures	**Indicators/data elements**	**Data source**
Child/adolescent placement	▪ Where placed (i.e. with mother in residential care, in kinship care, foster care) ▪ Number of out-of-home placements ▪ Length of time in each placement (in-home or out-of-home)	CPS caseworker
Comprehensive wraparound support	Each of these areas will be monitored and evaluated for whether the service was received, what was the level of intervention, number of clients eligible for service, number of clients receiving service, amount of monetary assistance to client, number of days using service, total number of services received: o educational needs o developmental services o on-going CPS involvement o medical/pediatric services	Program Director
Child Mental Health	▪ Number of sessions completed, focus of sessions ▪ Number of assessment/screenings completed	Child Therapist
OBJECTIVE 3 PARENT/FAMILY FOCUS	**Increase the safety and wellbeing of children of substance dependent mothers by reducing risks factors and increasing protective factors for child maltreatment.**	
PROCESS Measures	**Indicators/data elements**	**Data source**
Drug Treatment Court Integration	Number of participant clients reviewed by judge in Drug Treatment Court o Number of encounters o Reason(s) for encounter o Number of rewards/sanctions	Program Director
Comprehensive wraparound supports	Each of these areas will be monitored and evaluated for whether the service was received, what was the level of intervention, number of clients eligible for service, number of clients receiving service, amount of monetary assistance to client, number of days using service: o employment/educational needs o child care o stable housing o transportation services o on-going CPS involvement	Program Director

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	○ medical care ○ mental health services ○ dental	
Increase substance abuse treatment retention	▪ Number of days from admission to discharge from residential treatment. ▪ Number of days remain engaged with child welfare worker following discharge from residential treatment	CPS caseworker
Program participant processes	▪ Number of families served in PIR ▪ Number of days each family required assistance ▪ Amount of funding each family required ▪ Number of other services to which family was referred	Program Director
Perceptions of PIR	Qualitative interviews of parent's perception of effectiveness of the program, experiences while in PIR, successful outcomes, etc.	Research assistant

4.g. OUTCOME Measures

This section describes the short and long-term outcomes associated with the broad objectives (see Table 6). Short-term outcomes of maltreatment, risk, and protective factors are measured: (1) during the investigative home visit with the mother following CPS referral of the case and (2) at the time the mother is discharged from PIR or when she meets with the "Permanency Planning Team" (typically 30 days following initial CPS encounter). These outcomes are reported bi-annually, but collected continuously in the web-based PIR database. Standardized outcome measures completed by the newly assigned child therapist will be collected at intake and discharge from that service. Long-term outcomes of safety, permanency, and well-being are measured for up to 2 years after the initial CPS home visit with data collected by caseworkers for the DFPS and PIR databases. Data collection is closely monitored for accuracy; with additional focus by the Research Assistant on the control group data collection for improved ability to conduct comparative analyses.

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Objective 2: Preclude or decrease the number of out-of-home placements for children of mothers with substance dependency.

Child/Adolescent Short-term Outcomes: ***(1) Child/adolescent placement.*** Data collected by the DFPS data management system collects a broad array of indicators of child placement, length of stay in care, number of placements, etc. These data are merged with PIR database for analysis.

(2) Child/adolescent risk and protective factors. The *Texas Guided Risk Assessment* identifies a variety of risk and protective factors and is routinely collected by CPS caseworkers during home visits. This assessment is conducted at intake and discharge by CPS caseworkers. Various concepts associated with risk behaviors and responses have been developed especially for this population by the Texas Department of Family and Protective Services to meet the needs of this client population. This tool is currently being used by CPS caseworkers in Texas. This assessment provides outcome information used to evaluate children's changes in functioning, vulnerability, safety, quality of care, and maltreatment over the course of the project period.

(3) Child/adolescent maltreatment. Maltreatment of children is identified by CPS caseworkers on the investigative unit. Maltreatment is monitored during the mother and child's involvement in the PIR or as long as the CPS case remains active. Recurrence of maltreatment is continuously monitored by CPS caseworkers and entered into the DFPS database.

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(4) Child/adolescent service needs. Assessments for various service needs are monitored by CPS caseworkers and reported as to whether the service was needed and/or received, including educational, mental health, developmental and pediatric medical services.

(5) *Child/adolescent behavioral/mental health needs/strengths*- Standardized measures are being added during this extended grant period to address the recognition to more fully assess child/youth needs and strengths. For example, children under five will be assessed by a professional child therapist using the Ages and Stages Questionnaire-SE; older children will be similarly assessed using the Child and Adolescent Needs and Strengths-MH (Table 6 describes these measures). These will be completed at intake and discharge for the treatment group only.

Objective 3: Increase the safety and wellbeing of children of substance dependent mothers by reducing risks factors and increasing protective factors for child maltreatment.

Mother/Family Short-term Outcomes: *(1) Substance dependency / abstinence.* As the focus of the *Parenting in Recovery* program is to assist women with children to more successfully overcome substance dependency, the level of substance use will be monitored over time. The UNCOPE will be used to assess the level of abuse or dependency on substances. CPS caseworkers utilize the UNCOPE to screen for alcohol and substance abuse or dependency during the investigation stage and at discharge. Frequency of various substances used before and after substance abuse treatment is also monitored.

(2) Mental Health. Mental health issues are often comorbid with substance dependency and increase the risk of poor parenting practices and insufficient care of children. Therefore, PIR assesses mother's mental health concerns through psychiatric evaluations completed by licensed psychiatrists and psychologists. CPS caseworkers identify the possible need for this assessment during the investigation and refer them to services.

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(3) Mother/Family Service Needs. Assessments for various service needs are monitored by CPS caseworkers and reported as to whether the service was needed and/or received, including case management, child care, education, parenting, legal, health, financial, housing, mental health.

(4) Family Relationships and Functioning. Standardized measures are being added during this extended grant period to assess parent needs and strengths, including the Adult/adolescent Parenting Inventory-2 (AAPI-2) that assesses parenting expectations and attitudes. This will be conducted with treatment group members only as this measure is completed with the parent's coach conducting parenting services (see Table 6 for description).

Child/Family Long-term Outcomes: Each participant child's long-term outcomes are monitored by CPS during the time the case is open and again if the case is re-opened due to

another maltreatment outcry. These indicators are collected by CPS caseworkers and entered in the DFPS data information management system and merged with PIR data bi-annually.

*(1) **Safety**:* a) Number of re-referrals to CPS, b) Number of children required medical attend due to physical abuse, c) Number of children whose caregiver unwilling to meet child's needs.

*(2) **Permanency of living situation**:* a) Remained in mother's care, b) Length of time in home since discharge from PIR, c) Number of placements outside the home since PIR discharge.

*(3)**Well-being**:* decreased risk behaviors, vulnerability, maltreatment as assessed by caseworkers.

(4) *Recidivism*: Referrals back into CPS care monitored throughout PIR-II period to determine the numbers of parents admitted to PIR-II, discharged, referred back to CPS.

Table 6. Outcome Measures, indicators and data sources

OBJECTIVE 2 CHILD FOCUS	**Preclude or decrease the number of out-of-home placements for children of mothers with substance dependency**	
Short-term OUTCOMES	**Indicators, data elements**	**Data source**
Child/Adolescent Foster or Kinship ca	▪ Number of children in Child Protective Services conservatorship per month ▪ Length of stay from date of entry into care until date of reunification or another placement ▪ Number of children in kinship care per month ▪ Number of children remaining with mother in treatment per month ▪ Number of children who have a reduction in out-of-home placements during project period ▪ Number of events of children moving from one placement to another during project period ▪ Number of families who have no re-referrals to Child Protective Services during their engagement in the Parenting in Recovery program. ▪ Whether the family is an in-home case or if the child has been removed from the home ▪ Whether some children have been removed while others remain at home ▪ Whether it is a voluntary case or is court involved ▪ The court has requirements and deadlines for specific hearings and achieving necessary outcomes - met or not ▪ Permanency/reunification goal met for child	DFPS data management information system
Child/adolescent risk and protective factors	**Texas Guided Risk Assessment** ▪ Child vulnerability: fragility and behaviors ▪ Quality of care: emotional and physical care ▪ Maltreatment patterns: severity, chronicity, trends	CPS caseworker
Child/adolescent maltreatment	Substantiated/indicated maltreatment	CPS caseworker
Services assessed as	Number (%) of indirect and direct services delivered to child:	CPS

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need and provided if needed	Case management, child care, education, parenting, legal, healthcare, financial, housing, mental health, etc.	caseworker
Child/Adolescent's behavioral/mental health Needs/Strengths	**Child and Adolescent Needs and Strengths (CANS-MH) (http://www.nctsn.org/content/child-and-adolescent-needs-strengths-information-integration-tool-children-and-adolescents-m)** Standardized measure (41 items) that is a comprehensive assessment of psychological and social factors for use in treatment planning and assesses symptomology, risky behaviors, developmental functioning, interpersonal relationships and family functioning. **Ages and Stages Questionnaire – Social/emotional (ASQ-SE) (http://agesandstages.com/asq-products/asqse/)** Standardized measure for children between 4-60 months that focuses on self-regulation, compliance, communication, adaptive behaviors, autonomy, affects and interactions with people	Child Therapist
OBJECTIVE 3 PARENT/FAMILY FOCUS	**Increase the safety and wellbeing of children of substance dependent mothers by reducing risks factors and increasing protective factors for child maltreatment.**	
Short-term OUTCOMES	**Indicators/data elements**	**Data source**
Mothers' Substance dependency / abstinence/frequency of use	**UNCOPE Screening tool (http://www.evinceassessment.com/UNCOPE_for_web.pdf)** Basic Demographics and Screening tool with 6 items (yes/no). Two or more positive responses indicate possible abuse or dependence; Responses of 4 or more strongly indicates dependence. **Substance abuse indicators** ▪ Number of mothers who remained abstinent from all substances following discharge and throughout project period ▪ Of those identified by child welfare workers as substance dependent, how many were connected to Austin Recovery women's residential treatment services? ▪ Primary substance of choice, age first used, days used in past 30 days, use in past 6 months, and route of administration ▪ Secondary substance of choice, age first used, days used in past 30 days, use in past 6 months, and route of administration ▪ Prior detox. admissions ▪ Prior substance abuse treatment? In-patient/out-patient? ▪ In past 30 days, how many days has the client attended substance dependency group meetings? ▪ What percentage was involved in criminal behaviors such as manufacturing or selling drugs in the past? Currently? ▪ Does the current living arrangement expose mother and child to alcohol/drugs in home?	CPS caseworker
Mother's Mental health	Psychological evaluation of mental health concerns by psychiatrist	CPS caseworker
Services assessed as need and provided if needed	Number (%) of indirect and direct services delivered to parent: Case management, child care, education, parenting, legal, healthcare, financial, housing, mental health, substance abuse services, etc.	CPS caseworker
Family Relationships/ parenting	**Adult/adolescent parenting Inventory-2 (AAPI-2) https://www.assessingparenting.com/assessment/aapi** Standardized measure (40 items) that assesses parenting attitudes and child rearing in areas of: inappropriate parental expectations, inability to demonstrate empathy towards children's needs, strong belief in the use of corporal punishment, reversing parent-child family roles, and oppressing children's independence.	Parenting Coach
Long-term	**Indicators/data elements**	**Data source**

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OUTCOMES		
Safety	▪ Number of re-referrals to CPS ▪ Number of children required medical attend due to physical abuse ▪ Number of children whose caregiver unwilling to meet child's needs	DFPS data management information system
Permanency of living situation	▪ Remained in mother's care or not ▪ Length of time in home since discharge from PIR ▪ Number of placements outside the home since discharge from PIR	DFPS data MIS
Well-being	**Texas Guided Risk Assessment** o Caregiver capability o Quality of care o Home and social environment o Response to CPS intervention o Protective capacities	DFPS data MIS
Recidivism	Re-referrals to CPS after discharge from PIR, with substantiation of abuse data collected monitored.	DFPS data MIS

4.h. Analytic procedures

The evaluator conducts analyses of all data using SPSS statistical software package, version 19. As there are process measures associated with implementing the program and outcome measures focused on changes in participant behaviors and characteristics, specific analyses are required to assess each objective. For example, Objective 1 focuses on the cross-systems training of CPS case workers and substance abuse counselors and expanding service capacity and collaboration; thus, data analyses are simple frequencies and percentages on various indicators. The previous RPG-developed Collaborative Capacity Inventory will be continued to monitor ongoing increases in collaborative partners. Objectives 2 and 3 focus on outcomes associated with child(ren) and mothers. Descriptive analyses predominately focus on frequencies and percentages of various indicators; however, all data will also be compared across treatment and comparison groups by conducting *T*-tests or chi square analyses. Between groups and within group changes will be monitored across various measures for these two objectives (see Table 6). As more data is collected and the sample size increases, more refined analyses are possible, such as regression models that identify characteristics of women and children that significantly predict specific outcomes, such as safety, permanency, and well-being.

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4.i. Procedures for managing and monitoring the evaluation

1) ***Procedures for training staff to collect evaluation-related information:*** Data is collected from a variety of sources, including Austin Recovery women's residential program, DFPS data management information system, and caseworker's individual interactions with participants. The comparison group requires additional efforts and the evaluator works in conjunction with the Program Director to ensure data is collected consistently and accurately, regardless of the source.

2) ***Procedures for conducting quality control checks of the information collection process:*** Data is collected continuously in the web-based database and DFPS data are merged with these data every six month for bi-annual reporting. This continuous process provides the evaluator with a mechanism to ensure that missing data is minimal, program information is accurate, and reporting is available whenever needed for programmatic monitoring/modification.

3) Timelines for collecting, analyzing, and reporting information, including procedures for providing evaluation-related feedback to program managers and staff: All data will be gathered continuously in the database, options for frequency of data analysis are less complex. For example, analyses of outcomes of children and mothers is organized and reported bi-annually as required for by the funder. However, analysis can be conducted at any point in time.

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5. ORGANIZATIONAL CAPACITY

5.a. Applicant Experience- The proposed *PIR-II* program, with oversight by Travis County Health and Human Services and Veterans Service (TCHHS/VS), will continue to enhance and expand on the efforts of the existing Travis County, community-wide and cross-disciplinary collaboration to address the impact of parental substance abuse on the social-emotional, behavioral and mental health of children. PIR-II will continue to demonstrate the community benefits of the original PIR program, which includes improving parenting skills, reducing substance abuse, and supporting enhanced collaboration among child welfare and other relevant

child-serving agencies. Primary community partners for the PIR-II program include the following existing partnerships that were developed and/or enhanced as part of the PIR program: Child Protective Services (CPS), Austin Recovery, Travis County Civil Courts (Family Drug Treatment Court, FDTC), Austin Travis County Integral Care (ATCIC), Foundation Communities (FC), and Encompass Medical Management, Inc. and Dr. Sanna Thompson, as the evaluator. The Travis County's Office of Child Representation (OCR) will be added for the purposes of PIR-II to enhance children's socio-emotional, mental health, behavioral well-being and improve permanency outcomes for children. This assembly of community partners and child- serving agencies is not a novel approach within Travis County; several of the agencies have collaborated on numerous grant-funded projects for years and each agency has significant experience developing, implementing, managing and evaluating projects similar in nature and scope to PIR. A description of each partner's experience and organizational capability follows.

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TCHHS/VS Experience: TCHHS/VS, the lead applicant, has experience with both discretionary and entitlement grant funding, and is well-poised to assume responsibility for this extension project. TCHHS/VS has overseen grants ranging from $10,000 to $2.9 million for more than 20 years and currently oversees 15 grants. Nearly all of the funding received (95%) is from federal sources, while the remainder is local funding[x]. The Office of Children Services (OCS) is the office within TCHHS/VS where PIR-II will operate. The office has 33 employees, 3 of which are grant funded or part of grant matching funds. In addition to managing the operations of the PIR grant, OCS has collaborated with the FDTC by applying for and managing a state grant from the Texas Office of the Governor. The OCS office of TCHHS/VS also oversees a grant from DOJ to augment services to and improve the well-being of PIR children, called The Children's Continuum. The CC has been in full operation since January of 2012 and already several

children have improved measures of well-being as a result. Finally, OCS oversees and administers the CPS Reintegration Project, a foundation grant for youth currently living in institutionalized care within the child welfare system. The project seeks to place these youth with parental or relative caregivers who can provide them with safety, permanency, and well-being and provides these caregivers with the tools and education necessary to do so.

Partners' Experience – Ability to fulfill assigned roles: Family Based Safety Services (FBSS) is the unit within CPS that serves the families of the PIR program. This unit specifically works with families for whom an investigation has been completed and there was a finding of abuse/neglect and/or significant risk factors that warranted further involvement by CPS through community-based services and FDTC intervention. The Texas Department of Family and Protective Services (DFPS) is the regulatory agency that oversees CPS and the agency is divided into geographical service regions. Region 7 contains 30 counties, of which Travis County (the proposed service area) is the largest. Ms. Stephanie Weiss, the Region 7 Program Director, has more than 8 years of experience with DFPS in various positions ranging from investigator for the FDTC, to FBSS Supervisor, to her current position. She also has community based experience having worked as a Child Advocate with children exposed to sexual and domestic violence. She continues to broaden her understanding of the effects of substance abuse on children through her ongoing attendance at related trainings and professional development. Under Ms. Weiss, a primary CPS staff in the PIR collaboration, the regional office has been able to successfully initiate and sustain the collaboration between child welfare, substance abuse prevention/treatment and other community based supportive systems serving PIR families. FBSS staff monitor and support children's involvement in therapies, ensure parental compliance with court orders and treatment, and participate actively in all community committee and case management staffing meetings.

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Austin Recovery is another critical resource for PIR families because it serves as the primary substance abuse treatment provider for the parents of children affected by substance abuse in Travis County, including pregnant women and women with very young children, who are able to take their children with them to the residential facility. Since 1967, this community-based, nonprofit has provided affordable, effective, compassionate drug and alcohol treatment for individuals and families. The organization serves some 3,400 clients and their families each year and has an annual budget of approximately $12 million[xi]. CRADLES stands for Collaboration to Reduce Abandonment and Deliver Local Education and Support; this program, housed and facilitated by Austin Recovery, serves women in Travis County who are either pregnant or have a child under the age of six, are affected by substance abuse and have a high risk of abandoning or being separated from their young child(ren). CRADLES staff identifies and addresses the needs of eligible families with infants and young children by providing services that include family needs assessment, in-home support, parenting training, child development education, and parenting skills assessment. In this manner, they very effectively serve PIR children during the women's treatment at Austin Recovery. The Travis County Civil Courts and FDTC are integrated with PIR and will continue as such for PIR-II. The Honorable Darlene Byrne, JD, as the district and supervising Judge for the FDTC, has been a district Judge since 2001. She has served as the Vice-Chair for the Texas Permanent Judicial Commission for Children, Youth and Families of the Supreme Court of Texas since 2008 and as the Permanency Planning Department Advisory Committee Member for the National Council for Juvenile and Family Court Judges (NCJFCJ) since 2009. Since 2008, with the leadership of Judge Byrne, Travis County has run a Model Court program under the Child Victims Act Model Courts Project of the NCJFCJ[xii]. The Model Court focuses on improving the governmental response to

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children and families in the child welfare system to ensure safe, timely, and permanent homes for children. Program activities for the Model Court include but are not limited to efforts to improve on the timeliness of permanency for children, efforts to reduce the number of placements for children, efforts to prevent un-necessary removals, efforts to decrease disproportionality of African American children in the child welfare system, and efforts to provide quality legal representation for children[xiii]. Judge Byrne is the direct supervisor for The Honorable Texanna Davis, JD, the presiding Judge for the FDTC. Judge Davis has a law degree from ____. She worked as Assistant District Attorney prosecuting juvenile offenses for ___ years and has served as an Associate Judge for the Travis County Civil Courts for __ years under the supervision of the Honorable Darlene Byrne. During that time she has served as a truancy court Judge, on the Family Law docket, and the Juvenile Drug Court Judge in addition to her role with the FDTC and CPS docket[xi]. Austin Travis County Integral Care is a publicly funded non-profit organization that provides community-based behavioral health and developmental disabilities services in Travis County, administering an annual budget of $57 million of local, state and federal funding at 44 physical facilities.[xv] Oversight of ATCIC operations is the responsibility of the nine member Board of Trustees appointed by the three sponsoring agencies: The City of Austin (four trustees); Travis County (four trustees); and the Austin Independent School District (one trustee). ATCIC publishes strategic plans every other year and annual budget and progress reports.[xvi] Currently, ATCIC has a contractual relationship with TCHHS/VS to serve as a Managed Service Organization (MSO). Under this contractual agreement, providers are authorized to assess and treat project-eligible participants. in the ATCIC provider network. In addition, ATCIC is responsible for provider credentialing, accessibility to services, utilization management, quality management, management information systems, financial management,

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administration/contract management, and network development and management. ATCIC, as the MSO, also serves as third party administrator providing payments to subcontractors. This function is performed under closely monitored County controls and guidelines. ATCIC has agreed to a reduced MSO fee in support of PIR and PIR-II grants. Louise Lynch, LMSW-AP, Network Director, is currently responsible for the overall planning, implementation, and management of the external services provider network for the MSO. She has been with ATCIC since 1987, is a lecturer and field faculty for The University of Texas at Austin, and is the past president of the Texas Association on Intellectual and Developmental Disabilities. The Travis County Office of Child Representation (OCR) provides legal services to youth and children involved in civil CPS cases filed in Travis County and began as an initiative of the Model Court in 2009. OCR staff consists of a multidisciplinary team including attorneys, a social worker, a paralegal and two legal secretaries. OCR acts as the Attorney ad Litem (AAL) for children. The AAL collaborates closely with other child advocates such as CPS and the Guardian Ad Litem (for Travis County, Court Appointed Special Advocates or CASA) for the child to ensure that the child's needs for well-being, safety, and timely permanency are effectively presented to the Court and the child's voice is heard during each Court hearing. Foundation Communities is a nationally-recognized nonprofit organization that provides affordable housing and the tools low- and moderate-income families need to increase their educational and economic standing. Foundation Communities has been providing transitional housing, through the Children's HOME Initiative (CHI), for homeless and at-risk families since 2003. Foundation Communities has been recognized locally and nationally with awards such as the Premier Community Builder from the Workers Defense Project in 2012, as Business of the Year from the South Austin Civic Club in

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2011, the Going Green Award from the Austin Business Journal, 2008, and the National Practitioner of the Year Award from National NeighborWorks Association in 2006.[xvii]

Evaluator Experience- Sanna J. Thompson, Ph.D. and Encompass Medical Management Inc. (EMM) will conduct PIR-II program evaluation. Dr. Thompson is an Associate Professor at The University of Texas at Austin, School of Social Work with almost 14 years of experience in academia and experience as an evaluator and principal investigator on federal grants and other funding sources. She has received federal awards from the National Institutes of Health to develop, conduct and evaluate interventions aimed at improving engagement, retention, and outcomes of youth and families in treatment. Through EMM, Dr. Thompson has supervised data management and technical expertise, such as the development of online reporting systems and databases for use by multiple partners, data management from multiple sources, and reporting to funders, including bi-annual data uploads for PIR. Her research has focused primarily on high-risk children/youth and their families, with special emphasis on the socio-emotional, behavioral, and mental health of children and reducing substance abuse. Dr. Thompson's publications and grant experience reflects her expertise and focus on issues of the well-being of children and their families, especially those involved with CPS. Dr. Thompson has been the evaluator for the PIR program since its inception, has complied with all grantor requirements, and will continue to work on PIR-II. She has and will continue to serve as the liaison to the University of Texas' Institutional Review Board regarding human subject consents. Dr. Thompson has published 79 peer-reviewed articles and has submitted an article entitled *Parenting in Recovery: Program, Purpose and Outcomes* to Child Welfare Journal.[xviii] This article is under review and additional articles and presentations on the PIR program are currently in development.

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The Center for Elimination of Disproportionality and Disparities (CEDD), within the Texas Health and Human Services' Commission, is the state's designated office helping address disproportionality and disparities in Texas health and human services. CEDD will provide assessment, training, and technical assistance to staff and the community regarding diversity and cultural competency. The Child Trauma Academy, based in Houston, will be providing trauma-specific training to staff, PIR-II partners, and the community-at-large.

5.b. Project director and key staff – The proposed PIR-II program's essential and "core" staff will consist of a cross-disciplinary professional team comprised of the following 6 positions: a Project Director, a Child Therapist, an Attorney Ad Litem, a housing Case Manager, an Evaluator and a Research Assistant. Further explanation of each of the staff's responsibilities is explained in the Approach section. As part of the PIR-II program, Travis County plans to sustain as match, the PIR PIR-II *Project Director*. Dr. Chuck Roper, the current PIR Director will remain in this position as the PIR-II Director. Dr. Roper has 27 years of experience in substance abuse treatment, education, and prevention. He is a Licensed Chemical Dependency Counselor (LCDC), has founded and subsequently managed a substance abuse treatment center for 9 years, and has written a novel about addiction and recovery entitled, *High Bottom Drunk*[xix]. Since 2008, Dr. Roper has successfully managed the PIR program, developed and nurtured relationships with more than eleven businesses, providers, and non-profit organizations who were not originally involved in the grant design, and complied with all grantor and grant design expectations. The Prevention and Intervention Manager of OCS, Ms. Laura Peveto, will continue to serve as ***Project Administrator*** by supervising the Project Director, assisting with programmatic oversight and serving as a liaison to other County departments. To date, Ms. Peveto has played a pivotal role not only within TCHHS/VS and the County, but the community at large. She has

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served as a leader in identifying key needs of children and families, brokering resources, fostering relationships with key staff in different community, state, and federal agencies that have led to strategic partnerships which have made possible many cross-stream collaborative efforts, many of which are mentioned under applicant experience. Trained as a social worker and holding a B.A. in Social Work, Ms. Peveto possesses a multi-faceted background with 23 years of service in various positions within both community-based, state-level and clinical settings. Her experience, knowledge, and role within OCS will continue through overseeing and navigating the County and other community systems for the benefit of PIR-II children and families. ATCIC will expand their contracted services and contribution under the PIR-II program for children affected by substance abuse and their parents by supervising the ***Child Therapist*** (a new grant funded position, job description attached). The *Supervisor for the Child Therapist* has not yet been identified; however, he/she will be another ATCIC licensed and clinically qualified therapist (having worked in the field a minimum of 5 years with 2 years of experience working with children with serious emotional disturbances, including children who have experienced trauma). The Child Therapist's Supervisor will be directly supervised by Arturo Hernandez, the *Division of Child and Family Services Director*, who will continue as the representative from ATCIC in the PIR collaboration. He has over 36 years of experience working with children and families in Travis County in addressing their special needs, including 23 years of experience in managing multiple youth and family centered programs and initiatives. OCR will hire a full-time ***Attorney Ad Litem (AAL)*** who will possess a law degree, will have been an attorney licensed for at least three years with a valid Texas license, and will be familiar with family law and CPS cases (see attached job description). S/he will also demonstrate an interest in working with the target population, and will be sensitive to the needs and issues of clients. Leslie Hill, JD, the

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managing attorney at OCR since the office opened in 2009, will supervise the proposed PIR-II grant-funded AAL. She has 18 years of experience as an attorney working in family law with primarily women and children and is certified as a Child Welfare Law Specialist with the National Association of Counsel for Children. Nicole Powell is the current housing **Foundation Communities *Case Manager***, who works with PIR children affected by substance abuse and their parents. She has a Master of Science in Social Work degree from the University of Texas at Austin and over 5 years of experience in working with homeless and impoverished children and their mothers. Ms. Powell will continue in her current role through PIR-II and will continue to be supervised by Mario Cortez, Foundation Communities' Director of Supportive Housing. Mr. Cortez has 20 years of experience working in issue areas of homelessness, poverty, and affordable housing. He holds a Master of Science in Social Work degree from the University of Texas at Austin and has directly supervised the case manager position since the PIR program began. Dr. Thompson, the *Evaluator,* has extensive experience in participating and providing evaluation for federally funded projects, as previously described. Under PIR-II, Dr. Thompson will hire and supervise a part-time ***Research Assistant (RA)***. The RA position will be filled by an individual who has familiarity developing databases, monitoring data collection and analysis.

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5.c. Management plan for achieving PIR-II objectives & ensuring effective implementation

The project timeline (see Approach section) provides a more detailed workplan with key milestones, agencies' roles and responsibilities and key dates noted. The timeline clearly delineates each partner's role in the PIR-II program, to establish quality assurance in meeting the objectives. Project startup activities will commence in September 2012 upon notification of award and continue through the end of December 2012. The TCHHS/VS Project Administrator and Director will ensure that partnering agencies are working within timeframes established and

meeting key responsibilities. Startup activities will include the hiring of key PIR-II personnel who are not already a part of PIR: the Child Therapist, Attorney ad Litem, and Research Assistant and the training of these personnel and their supervisors on grant requirements and attendance at grant-required and/or grant- sponsored conferences and trainings. Actual client participation will continue for families in a smooth transition from PIR to PIR-II and families will transition from PIR to PIR-II enrollment beginning the day of notification of the PIR-II grant award. Families will continue receiving substance abuse treatment, housing assessments, case management supports, support of the FDTC, children's specialized services (under TCC), and wraparound supports (provided via grant and matching funds) with no breaks in service. The Project Director, Evaluator and community partners will continue data collection and consent forms will be completed by program-eligible families prior to commencing participation without any enrollment interruption or breaks in service. Expanded services such as assessment and therapy for the children by the Child Therapist, representation by the Attorney ad Litem, and support services for data collection and analysis by the Research Assistant are estimated to begin in late 2012, once programmatic, financial and administrative supports have been setup within TCHHS/VS, Travis County infrastructure and partner agencies. At the same time new and expanded data measures will be added and monitored. Collaborative meetings will continue to take place regularly with the addition of the newly hired key personnel so that appropriate communication and pertinent grant information is disseminated in a timely fashion. Additionally, budget expenditures (including match documentation and reports) will be monitored in order to be aptly prepared to closeout each grant year and develop the following year's continuation application.

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5.d. Mutually beneficial relationship between PIR-II and other federally supported initiatives- In Travis County there are several currently awarded grants and grants being sought by other community entities that this grant application, if awarded, will collaborate with directly or indirectly. As mentioned previously, the Child's Continuum, a DOJ grant, funds services and supports for PIR children whose parents meet eligibility requirements. PIR-II will collaborate with this program, as PIR has, for training on children's issues and the utilization of an array of children's services to promote well-being. The CRADLES program, as aforementioned, will continue to provide services to PIR-II children when their mothers are in inpatient treatment at Austin Recovery. PIR-II staff will continue as PIR staff did, to receive training and technical assistance from the CRADLES program as it relates to developmental needs of children, services to improve their well-being, and the delivery of services to parents through The Nurturing Parenting Program[xx]. Austin Child Guidance Center (ACGC), a counseling center in the Travis County Community, has applied for the National Child Traumatic Stress Initiative – Category III Community Treatment and Service Centers through SAMHSA. As part of that grant, ACGC will provide training to the community on trauma informed care and be a provider of trauma informed care for children and youth. PIR-II staff, if awarded, will seek to receive the trauma informed care training and some of the children/youth of PIR-II will be referred for services by ACGC. The grant provided by the Office of the Governor, described previously, which provides services and supports to the FDTC will continue to be closely connected to PIR-II operations, management, philosophy, values, and service provision. All trainings offered, management team meetings, team building events, and cross-system collaborations involve both PIR-II and the FDTC. PIR-II will continue as a partner with the Court to gain legal and family law training, drug testing services for clients, and the political and community influence of the bench as a

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resource for children affected by substance abuse and their parents. Additionally, PIR-II will collaborate with the 2012-2017 Regional Partnership Grant Program, entitled the Children's Success Initiative, if this is awarded to Travis County. Both programs will attend and host trainings, provide clinical and organization expertise to one another, and utilize similar navigation systems for obtaining necessary resources for children affected by substance abuse creating a continuum of services (less to more intensive) for children within the child welfare FBSS system.

5.e. Applicant demonstrates that efforts for collaborative service delivery have already been undertaken- PIR-II, if funded, will enhance the existing work that will inevitably continue with child welfare, children's service providers, civil Courts, and substance abuse treatment systems in Travis County during the next two years. For the last five years, the Travis County community has collaborated to provide the children affected by substance abuse and their parents with holistic supports, services, and opportunities. Many of these services and supports have been institutionalized as evidenced by the FDTC Charter (attached), existing grants, and braided funding sources. As previously mentioned in this narrative, PIR, (with a plan to become PIR-II), is the underlying foundation for much of the community work regarding children affected by substance abuse and their families. TCC is the most recent collaborative effort focusing on the children's functioning and well-being, and establishing a continuum of screening, developmental, therapeutic and non-traditional services for the children and PIR-II will only expand and improve on this effort. The active participation of partner agencies in PIR, TCC, and similar grants, attendance at regional partnership meetings, and the collaborative spirit and energy that has surrounded PIR's program development and expansion demonstrates that the

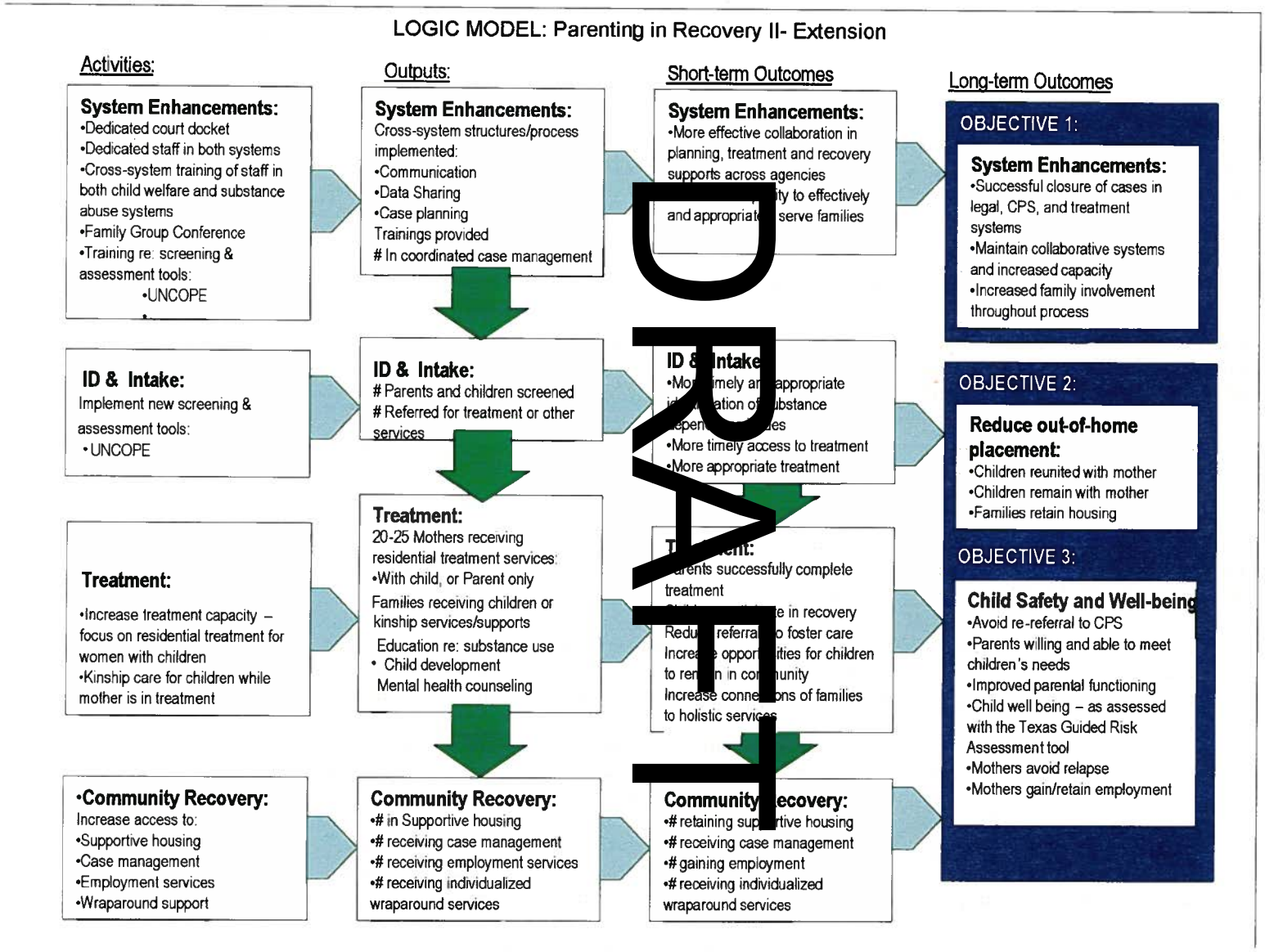
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community is well-positioned to fully utilize and maximize resources brought together for the natural continuation of PIR, the PIR-II initiative.

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[i] Zinn, A.E. & Slowriver, J. (2008). *Expediting Permanency: Legal Representation for Foster Children in Palm Beach County.* Chicago: Chapin Hall Center for Children at the University of Chicago. Retrieved from http://www.improvechildadvocacy.org/Portals/0/PDF/Expediting%20Permanency%20-%20Legal%20Representation%20for%20Foster%20Children%20in%20Palm%20Beach%20County.pdf.
[ii] Taylor, M.Z. (April, 2003). *Taking Volunteer Guardian Representation to the Next Level (Workshop 156).* Presentation at the 14th Annual Conference on Child Abuse and Neglect. Retrieved from http://www.childwelfare.gov/calendar/cbconference/fourteenth/presentations/211.cfm.
[iii] 1 Texas Family Code, Section 107.012. (2012). Mandatory Appointment Of Attorney Ad Litem For Child. Retrieved from http://law.onecle.com/texas/family/107.012.00.html.
[iv] Nurturing Parenting Program
[v] AAPI-2
[vi] Trauma Focused Cognitive Behavioral Therapy
[vii] Child and Adolescent Needs and Strengths
[viii] Ages and Stages Questionnaire
[ix] Child-Parent Psychotherapy
[x] Travis County Health and Human Services, 2012.
[xi] Austin Recovery, 2012.
[xii] National Council for Juvenile and Family Court Judges. (2011). *Activities by State: Texas.* Retrieved from http://www.ncjfcj.org/sites/default/files/TEXAS%20STATE%20OUTREACH.pdf
[xiii] Travis County Ci[illegible] Court, 2012.
[xiv] The Honorable Te[illegible]anna Dav[illegible] 20[illegible].
[xv] Austin Travis Cou[illegible]y Integral[illegible]Care[illegible]2012). *[illegible]scal Ye[illegible] 201[illegible] Budge[illegible]* Retrieved from http://www.integralc[illegible]e.org/am[illegible]orig[illegible]012Bu[illegible]etBook[illegible]
[6] Austin Travis Cou[illegible]y Integral[illegible]Care. 2012). *S[illegible]tegi[illegible]Plan FY [illegible]11-[illegible]*. Retrieved from http://www.integralc[illegible]a/orig[illegible]ublication[illegible]/atcic_fy2[illegible]1_sp.pdf.
[8] Foundation Communties (2012). *Awards*. Retreived from http://www.foundcom.org/about-us/awards/.
[9] Thompson, S. & Roper, C. N. (2012). *Parenting in Recovery: Program, Purpose and Outcomes.* Manuscript submitted for publication.
[10] Roper, C. N. (1999). *High Bottom Drunk. A Novel... and the Truth about Addiction & Recovery.* Buda, Texas: Small Change Publishing Company.
[xx] Nurturing Parenting Program.

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TRAVIS COUNTY HEALTH and HUMAN SERVICES and VETERANS SERVICE

Parenting in Recovery II
Memorandum of Understanding
Effective September 28, 2012 - September 30, 2013

This Memorandum of Understanding is designed to demonstrate the ***Travis County Office of Child Representation's (OCR)*** relationship with the Travis County Health and Human Services and Veterans Service Department and to outline OCR's commitment to providing certain services and contributing resources to the proposed project, in conjunction with the Parenting in Recovery II (PIR II) Grant.

I. ***Travis County - Office of Child Representation's*** **Role and Responsibilities**

a. **Service Provision**

i. Provide 1 full-time grant-funded and project-dedicated Staff Attorney (Attorney Ad Litem) to represent children involved in the project's proposed service delivery system. Services will include, but may not be limited to:

1. Represent child at court; advocate for child's legal position for all children (whose parents are participating in the PIR II program and the Family Drug Treatment Court through court ordered services)
2. Participate in weekly drug court staffing meeting prior to hearings
3. Share legal expertise with PIR II
4. Improve the effectiveness and efficiency of court cases by having participated in interdisciplinary team that communicates about service provision to families to reduce risk factors

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b. **Collaboration (routine consultation & interaction among agencies)**

i. Consult with PIR II Director and other partner agencies on a regular and ongoing basis, regarding programmatic guidance or other program-related inquiries

ii. Attend regional partnership meetings and other project-related meetings as determined by Travis County Health and Human Services and Veterans Service

c. **Program Performance Tracking/Reporting (joint accountability and shared outcomes)**

i. As the partner providing the Attorney Ad Litem for this grant project, Travis County's Office of Child Representation shall carry out those roles and responsibilities outlined in I.a of this MOU.

ii. Report outcomes and outputs relevant to this position as outlined by the grant proposal.

iii. Enter data into the grant designed data system, as appropriate.

iv. Collaborate with evaluator to provide data for grant evaluation.

d. **Training and Staff Development (cross training and staff development)**

i. Agree to attend training sponsored and coordinated by Travis County Health and Human Services and Veterans Service or Grantor, related to the provision of services under the project. This may include, but not be limited to, training related to administration of assessment and/or surveys, reporting requirements, fiscal and/or programmatic functions.

ii. Provide training to PIR II staff and their partners on the legal process and the role of the attorney (Attorney Ad Litem), with Child Protective Services.

e. **Communication and Information Sharing**
   i. Ensure appropriate communication with PIR II Director and Partners.
   ii. Track and share project-related client information (as appropriate and within privacy and confidentiality guidance) with partners and appropriate staff for evaluative and other grant related purposes.

f. **Financial Responsibilities/Agreements**
   i. Grant Funding
      1. OCR will provide the services outlined above in Section I.a., contingent upon funding from the PIR II Grant, as negotiated through future agreement with Travis County Health and Human Services and Veterans Service Department.
   ii. Agency Resource Commitments
      1. OCR will provide annual match funds towards the project budget, as negotiated through future agreement with Travis County Health and Human Services and Veterans Service Department and as approved and allocated in OCR's budget by the Travis County Commissioners Court.
      2. OCR will appropriately document and submit resource contributions of staff time and other eligible grant match expenditures in accordance with grant guidelines.
      3. OCR will participate in annual program [illegible] as requested by Travis County

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II. **Amendments to this Memorandum of Understanding**

This MOU may be changed or revised with the written consent of both parties.

III. **Authorization**

OCR acknowledges by their authorized representative's signature that they have read, understood, and agreed to the terms of this document.

TRAVIS COUNTY – OFFICE OF CHILD REPRESENTATION

BY: _____
Leslie Hill
Title: Managing Attorney
Date: 7-18-12

TRAVIS COUNTY HEALTH and HUMAN SERVICES and VETERANS SERVICE

Parenting in Recovery II
Memorandum of Understanding
Effective September 28, 2012 - September 30, 2013

This Memorandum of Understanding is designed to demonstrate Austin Recovery's relationship with the Travis County Health and Human Services and Veterans Services Department and to outline Austin Recovery's commitment to providing certain services and contributing resources to the proposed project, in conjunction with the Parenting in Recovery II (PIR II) Grant.

I. *Austin Recovery's* Role and Responsibilities

a. **Service Provision**
   i. Provide quality substance abuse treatment to women referred by the PIR II director per the terms of the sub-recipient contract through Austin Travis County Integral Care
   ii. Provide CRADLES (Collaboration to Reduce [illegible] Deliver Local Education and Support Services) support to all children residing with their mothers in inpatient substance abuse treatment at Austin Recovery. These services may include but not be limited to:
      1. Assessing family needs
      2. Developing appropriate service delivery plans in conjunction with the Department of Family and Protective Services' service plan
      3. Providing parent skill building education (e.g. on site parenting coaching and child development education)
      4. Referring to other appropriate community agencies, as applicable to facilitate appropriate transition back to community
      5. Coordinating efforts with other child service providers such as child therapists, individually contracted parenting trainers, and child advocates
   iii. Appropriately assess recovery needs and develop recovery supports to continue post-discharge from treatment
   iv. Provide daycare and other therapeutic services to children while their mothers are receiving treatment

b. **Collaboration (routine consultation & interaction among agencies)**
   i. Consult with PIR II Director and other partner agencies on a regular and ongoing basis, regarding programmatic guidance or other program-related inquiries
   ii. Attend regional partnership meetings and other project-related meetings as determined by Travis County Health and Human Services and Veterans Service

c. **Program Performance Tracking/Reporting (joint accountability and shared outcomes)**
   i. As one of the key partner agencies responsible for this grant project, Austin Recovery shall carry out those roles and responsibilities outlined in I.A of this MOU.

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d. **Training and Staff Development(cross training and staff development)**
   i. Agree to attend training sponsored and coordinated by Travis County Health and Humans Services and Veterans Service or Grantor, related to the provision of services under the project. This may include, but not be limited to, training related to administration of assessment and/or surveys, reporting requirements, fiscal and/or programmatic functions.

e. **Communication and Information Sharing**
   i. Ensure appropriate communication with PIR II Director and Partners.
   ii. Track and share project-related client information (as appropriate and within privacy and confidentiality guidance) with partners and appropriate staff for evaluative and other grant related purposes.

f. **Financial Responsibilities/Agreements**
   i. Grant Funding
      1. Austin Recovery will provide the services outlined above in Section I.a., contingent upon funding from Parenting in Recovery II Grant, as negotiated through future agreement with Travis County Health and Human Services and Veterans Service Department.

   ii. Agency Resource Commitments
      1. Austin Recovery will provide annual match funds towards the project budget
      2. Austin Recovery will appropriately document resource contributions of staff time and other eligible grant match expenditures in accordance with grant guidelines.

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II. **Amendments to the Memorandum of Understanding**
This MOU may be changed or revised with the written consent of both parties.

III. **Authorization**
Austin Recovery acknowledges by their authorized representative's signature that they have read, understood, and agreed to the terms of this document.

AUSTIN RECOVERY

BY: _____
Jonathan Ross
Title: Chief Executive Officer
Date: July 17, 2012

TRAVIS COUNTY HEALTH and HUMAN SERVICES and VETERANS SERVICE

Parenting In Recovery II
Memorandum of Understanding
Effective September 28, 2012 - September 30, 2013

This Memorandum of Understanding is designed to demonstrate ***Foundation Communities'*** relationship with the Travis County Health and Human Services and Veterans Service Department and to outline Foundation Communities' commitment to providing certain services and contributing resources to the proposed project, in conjunction with the Parenting in Recovery II Grant.

I. *Foundation Communities'* Role and Responsibilities

a. Service Provision

i. Provide one part-time (25%-50%) grant-funded and project-dedicated Case Manager to:
   1. Assess family housing needs for all PIR II participants and children
   2. Develop a coordinated plan in conjunction with the Child Protective Services and other PIR II team members to meet the housing needs of these families
   3. Connect families to independent and sober housing resources within the community
   4. Provide intensive case management services to families that meet eligibility criteria for the Foundation Communities Children's Home Initiative housing program (the families that will be living in Foundation Communities housing). Case management services may include but are not limited to:
      a. Assisting parents in improving life skills to achieve their potential, particularly in the areas of employment, financial planning, and education with the goal of achieving permanent and safe housing for the family
      b. Brokering resources throughout the community and having parents set realistic goals to improve child safety, functioning, and well-being

ii. Serve as a member of the PIR II/ Family Drug Treatment Court team and attend meetings regularly

iii. Comply with all service provisions in compliance with the terms of the sub-recipient contract through Austin Travis County Integral Care

b. Collaboration (routine consultation & interaction among agencies)

i. Consult with PIR II Director and other partner agencies on a regular and ongoing basis, regarding programmatic guidance or other program-related inquiries

ii. Attend regional partnership meetings and other project-related meetings as determined by Travis County Health and Human Services and Veterans Service

c. Program Performance Tracking/Reporting (joint accountability and shared outcomes)

i. As one of the key partner agencies responsible for this grant project, Foundation Communities shall carry out those roles and responsibilities outlined in I.a of this MOU.

ii. Report on housing assessments to PIR II Director and other partners

iii. Report on outcomes and outputs of families served as outlined in the grant proposal

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iv. Enter data into the grant designed data system, as appropriate

v. Provide data as required by the Grant Evaluation, as it pertains to clients served by Foundation Communities under this grant.

d. **Training and Staff Development (cross training and staff development)**
   i. Agree to attend training sponsored and coordinated by Travis County Health and Humans Services and Veterans Service or Grantor, related to the provision of services under the project. This may include, but not be limited to, training related to administration of assessment and/or surveys, reporting requirements, fiscal and/or programmatic functions

   ii. Provide training to the community & PIR II staff and partners on housing interventions for children and families

e. **Communication and Information Sharing**
   i. Ensure appropriate communication with PIR II Director and Partners.

   ii. Track and share project-related client information (as appropriate and within privacy and confidentiality guidance) with partners and appropriate staff for evaluative and other grant related purposes

f. **Financial Responsibilities/Agreements**
   i. Grant Funding
      1. Foundation Communities will provide the services outlined above in Section I.a, contingent upon funding from the Parenting in Recovery II Grant, as negotiated through future agreement with Travis County Health and Human Services and Veterans Service Department

   ii. Agency Resource Commitments
      1. Foundation Communities will provide annual match funds towards the project budget, as negotiated through future agreement with Travis County Health and Human Services and Veterans Service Department
      2. Foundation Communities will appropriately document resource contributions of staff time and other eligible grant match expenditures in accordance with grant guidelines
      3. Foundation Communities will participate in annual programmatic audits conducted by Travis County

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II. **Amendments to this Memorandum of Understanding**

This MOU may be changed or revised with the written consent of both parties.

III. **Authorization**

Foundation Communities acknowledges by their authorized representative's signature that they have read, understood, and agreed to the terms of this document.

FOUNDATION COMMUNITIES

BY: _____
Julian Huerta
Title: Deputy Executive Director
Date: 7-17-12

TRAVIS COUNTY HEALTH and HUMAN SERVICES and VETERANS SERVICE

Parenting in Recovery II
Memorandum of Understanding
Effective September 28, 2012 - September 30, 2013

This Memorandum of Understanding is designed to demonstrate the ***Austin Travis County Integral Care's (ATCIC)*** relationship with the Travis County Health and Human Services and Veterans Service Department and to outline ATCIC's commitment to providing certain services and contributing resources to the proposed project, in conjunction with the Parenting in Recovery II Grant.

I. ***Austin Travis County Integral Care's*** **Role and Responsibilities**

a. **Service Provision**
   i. Provide one full-time grant-funded and project-dedicated Children's Therapist to:
      1. Assess referred children
      2. Develop a coordinated service delivery plan in conjunction with the Child Protective Services Division of the Texas Department of Family and Protective Services
      3. Provide specialized services which include, but may not be limited to:
         a. Individual Therapy
         b. Group Service
         c. Child-Parent Psychotherapy or other Family Therapy
         d. Other appropriate ATCIC services
   ii. Provide parental and caregiver education, as applicable
   iii. Serve as a member of the PIR II/ Family Drug Treatment Court team and attend meetings regularly
   iv. Provide appropriate referrals to other community agencies
   v. Expend flexible funding on eligible children per the grant design

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b. **Collaboration (routine consultation & interaction among agencies)**
   i. Consult with PIR II Director and other partner agencies on a regular and ongoing basis, regarding programmatic guidance or other program-related inquiries
   ii. Attend regional partnership meetings and other project-related meetings as determined by Travis County Health and Human Services and Veterans Service

c. **Program Performance Tracking/Reporting (joint accountability and shared outcomes)**
   i. As one of the key partner agencies responsible for this grant project, Austin Travis County Integral Care shall carry out those roles and responsibilities outlined in I.a of this MOU.
   ii. Report on assessments pre- and post- on children
   iii. Report on outcomes and outputs of children served as outlined in the grant proposal
   iv. Enter data into the grant designed data system, as appropriate
   v. Provide data as required by the Grant Evaluation, as it pertains to clients served by ATCIC under this grant.

d. **Training and Staff Development (cross training and staff development)**
   i. Agree to attend training sponsored and coordinated by Travis County Health and Humans Services and Veterans Service or Grantor, related to the provision of services under the project. This may include, but not be limited to, training related to administration of assessment and/or surveys, reporting requirements, fiscal and/or programmatic functions

   ii. Provide training to the community & PIR II staff and partners on trauma and therapeutic interventions for children and families

e. **Communication and Information Sharing**
   i. Ensure appropriate communication with PIR II Director and Partners.

   ii. Track and share project-related client information (as appropriate and within privacy and confidentiality guidance) with partners and appropriate staff for evaluative and other grant related purposes

f. **Financial Responsibilities/Agreements**
   i. Grant Funding
      1. Austin Travis County Integral Care will provide the services outlined above in Section I.a, contingent upon funding from the Parenting in Recovery II Grant, as negotiated through future agreement with Travis County Health and Human Services and Veterans Service Department

   ii. Agency Resource Commitments
      1. Austin Travis County Integral Care will p[illegible] towards the project budget, as negotiated through future agreement with Travis County Health and Human Services and Veterans Service Department
      2. Austin Travis County Integral Care will appropriately document resource contributions of staff time and other eligible grant match expenditures in accordance with grant guidelines
      3. Austin Travis County Integral Care will participate in annual programmatic audits conducted by Travis County

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II. **Amendments to this Memorandum of Understanding**

This MOU may be changed or revised with the written consent of both parties.

III. **Authorization**

Austin Travis County Integral Care acknowledges by their authorized representative's signature that they have read, understood, and agreed to the terms of this document.

AUSTIN TRAVIS COUNTY INTEGRAL CARE

BY: _____
David Evans
Title: Chief Executive Officer
Date: 7-17-12

TRAVIS COUNTY HEALTH and HUMAN SERVICES and VETERANS SERVICE

Parenting In Recovery II
Memorandum of Understanding
Effective September 28, 2012 - September 30, 2013

This Memorandum of Understanding is designed to demonstrate ***Encompass'*** relationship with the Travis County Health and Human Services and Veterans Services Department and to outline Encompass's commitment to providing certain services and contributing resources to the proposed project, in conjunction with the Parenting in Recovery II.

I. *Encompass'* Role and Responsibilities

a. **Service Provision**
   i. Provide evaluation services in accordance with the project's workplan and determine the project's impact based on its activities as well as address the project's effectiveness
   ii. Serve as a Principal Evaluator overseeing the evaluation component of the RPG Grant
   iii. Hire and oversee a research assistant, for part-time employment, that will assist in maintaining and updating client database, running reports, communicating with collaboration partners, and supporting the evaluation process
   iv. Oversee a web based data system that will provide for data collection and reports related to PIR II Grant
   v. Securing informed consent and implement an Institutional Review Board (IRB) review

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b. **Collaboration (routine consultation & interaction among agencies)**
   i. Consult with PIR II Director and other partner agencies on a regular and ongoing basis. regarding programmatic guidance or other program-related inquiries
   ii. Attend regional partnership meetings and other project-related meetings as determined by Travis County Health and Human Services and Veterans Service

c. **Program Performance Tracking/Reporting (joint accountability and shared outcomes)**
   i. As the designated evaluator for this grant project, Encompass shall carry out those roles and responsibilities outlined in I.A of this MOU.

d. **Training and Staff Development(cross training and staff development)**
   i. Agree to attend training sponsored and coordinated by Travis County Health and Humans Services and Veterans Service or Grantor, related to the provision of services under the project. This may include, but not be limited to, training related to administration of assessment and/or surveys, reporting requirements, fiscal and/or programmatic functions.
      1. Within 3 months after award issuance, must attend a kick-off meeting in Washington DC.
      2. Must attend annual grantee meeting held typically in Spring in Washington DC.

e. **Communication and Information Sharing**
   i. Ensure appropriate communication with PIR II Director and Partners.

ii. Track and share project-related client information (as appropriate and within privacy and confidentiality guidance) with partners and appropriate staff for evaluative and other grant related purposes.

f. **Financial Responsibilities/Agreements**

i. Grant Funding

1. Encompass will provide the services outlined above in Section I.a., contingent upon funding from the Parenting in Recovery II, as negotiated through future agreement with Travis County Health and Human Services and Veterans Services Department.

ii. Agency Resource Commitments

1. Encompass will provide annual match funds towards the project budget.
2. Encompass will appropriately document resource contributions of staff time and other eligible grant match expenditures in accordance with grant guidelines.

II. **Amendments to this Memorandum of Understanding**

This MOU may be changed or revised with the written consent of both parties.

III. **Authorization**

Encompass acknowledges by their signature that they have read, understood, and agreed to the terms of the document.

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ENCOMPASS MEDICAL MANAGEMENT, INC.

BY: Sanna Thompson, PhD

Title: Encompass Medical Management, Inc.

Date: 7/13/12

Curriculum vitae
Sanna J. Thompson, Ph.D.

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Education

PhD ***Ph.D. in Social Work***
1998 Washington University, George Warren Brown School of Social Work
Dissertation: Behavioral and health outcomes of youths with Diabetes in one and two-parent families: Individual, family, and community contexts

MSW ***Masters of Social Work***
1993 Washington University, George Warren Brown School of Social Work
Concentration: Mental Health

BS ***Bachelors of Science***
1992 Weber State University
Dual Major: Social Work & Psychology
Honors: *summa cum laude*
National Dean's List, 1988-1992
College of Social Science Scholar of the Year, 1992
Social Work & Psychology Outstanding Graduate of the Year, 1992
Mary Uke's Scholarship in Social Work, 1991-1992

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Academic/Teaching Positions

Sept 2005-Present **Associate Professor**
School of Social Work
University of Texas at Austin

June 2003-Aug 2005 **Research Associate Professor**
School of Social Work
University of Texas at Austin

Sept 2001-May 2003 ***Assistant Professor***
School of Social Work,
University of Texas at Arlington

Sept 1998-June 2001 ***Assistant Professor***
School of Social Work
State University of New York at Buffalo

Clinical Positions

1992-1994 **Substance Abuse and Family Counselor**
St. Anthony's Hyland Behavioral Health
St. Louis, Missouri

1992-1993 **Mental Health Counselor**
Grace Hill Neighborhood Services
St. Louis, MO

1991-1992 **Psychiatric Technician**
McKay-Dee Hospital Psychiatric Unit
McKay-Dee Behavioral Health Institute
Ogden, Utah

Selected Publications

Peer-reviewed Articles: More than 79 published articles, available upon request

Grants/External Funding

National Institute of Nursing Research
Co-Investigator
Grant Title: Enhancing Psychological Capital to Foster Health Outcomes in Homeless Young Women
Grant # R21-NR013538-01
Funded: $525,000 / 2 years

U.S. Dept. of Health & Human Services, Administration for Children and Families
Program Evaluator
Grant Title: Parenting in Recovery
Grant # 90CY0039
Granted to Travis County – Office of Health and Human Services
Funded: 10/1/2007-9/30/2012 ($2,500,000)

National Institute of Drug Abuse
Principal Investigator – Mentored Research Scientist Career Development Award (K01)
Grant title: Family-based substance use treatment for runaway youth
Grant # K01 DA15671-05
Funded: 6/2003–5/2008, plus 1 year no-cost extension ($644,650)

Center for Social Work Research – Addictions Research Institute
Principal Investigator
Grant title: Substance use and abuse among homeless street youth
NIDA infrastructure grant
Grant # P[illegible]DA[illegible]3579
Funded: 8/2006-5/2007 ($15,000)

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Washington University
Co-Principal investigator with David Pollio, Ph.D.
Grant title: The role of transience in service use by street youth
Funded: 4/2005–8/2005 ($24,000)

National Institute of Drug Abuse
Principal investigators: David Pollio, Ph.D. & Carol North, M.D.
Consultant – R21 NIDA Services Branch
Grant title: Family services for runaway/homeless youth
Grant # R21 DA15341-02
Funded: 9/2003 – 8/2005 ($250,000)

U.S. Dept. of Health and Human Services, Administration for Children and Families
Co-Investigator
(David Pollio, Ph.D. Principal Investigator)
Grant Title: Homeless and Runaway Youth Outcomes among Youths in the Missouri-Iowa-Nebraska-Kansas (MINK) Network
Funded: 10/1996-10/1998 ($60,000)

Travis County Family Drug Treatment Court Charter

Purpose

This charter is adopted by the Travis County Family Drug Treatment Court (FDTC) partners as a record of their unified mission and vision. It is intended to support the sustainability of the FDTC, promote accountability, and ensure consistency, as well as clarify roles and responsibilities of FDTC partners.

Introduction

The FDTC is a specialty court created to serve families who are already involved in the Child Protective Services (CPS) Court system due to substance abuse or dependence. It is designed to effectively help parents recover from substance abuse or dependence, guide them along the journey of recovery, and teach them to safely parent their children, thus reducing the incidence of child maltreatment.

History

The idea of a Family Drug Treatment Court program first took root in Travis County in 2005, when seve[illegible]dual[illegible]gether [illegible]discuss[illegible]e possibility [illegible]rming a drug court to serve fa[illegible]ilies in[illegible]ve[illegible] in the [illegible]S sy[illegible]em. Thes[illegible] individuals w[illegible]re moved by the fact that a signifi[illegible]nt num[illegible]r o[illegible] [illegible]buse a[illegible] ne[illegible]ct la[illegible]suits in Trav[illegible] County involved substance abuse [illegible]r depen[illegible]enc[illegible]by at l[illegible]st o[illegible]e pare[illegible] F[illegible]mily Drug Cou[illegible] models in other jurisdictions sho[illegible]ed that children whose parents were involved with a FDTC program spent less time in out-of-home care than children of parents who were not in a similar program. Data also showed that children of parents involved with FDTC were more likely to be reunified with their parents, and parents had higher rates of treatment completion than their non-FDTC counterparts.[1]

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In 2006, the FDTC founding members gathered a multi-disciplinary group of community partners, including judges, lawyers, social workers, child advocates, drug treatment providers, and other community service providers. These agencies researched the efforts of existing drug courts and met to create framework for the formation of a FDTC program in Travis County.

In 2007, grant-funding allowed for the hiring of a Drug Court Coordinator, provided start-up costs for the program, substance abuse treatment services, and housing and wrap-around services. The program began serving clients in February 2008 and as of June 7, 2010; the program has assisted 63 parents and 98 children with achieving safe, healthy, and sober lifestyles.

[1] Family Treatment Drug Court Evaluation / NPC research, March 2007, http://www.npcresearch.com/Files/FTDC_Evaluation_Final_Report.pdf.

Mission, Vision, Values

The mission of the FDTC 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 vision of FDTC is for parent participants to become sober, responsible caregivers so they can ensure the safety and well-being of their children.

FDTC values:

- **The best place for a child is at home, free from abuse and neglect, with clean and sober parents.**
- **FDTC effectively addresses participants' drug and alcohol abuse.**
- **FDTC empowers parents to make responsible decisions, lead self-sufficient lifestyles, and engage as family advocates and mentors to other program participants.**
- **Participating families, partners, and systems are accountable to each other and the FDTC.**
- **FDTC provides a family-centered, strength-based, culturally competent, evidence-based service delivery system.**
- **FDTC provides families access to a continuum of professional and community-based supports that ... ch their ... ghest p... ential.**
- **FDTC partn... entiti... practice ...utual r...spect, understand ...eir roles and responsibiliti..., share ... g... improvi... th... live... of children ...nd families, and willingly cons...er adap...ng ...olicie... nd p...cedur... to ...etter serve pa...icipants.**
- **The FDTC pr... ...terdi...iplinary ...ining to p...tn...rs that helps ...em develop the knowledge and skills required to effectively address participants' needs while remaining sensitive to the cultural diversity of families and communities.**
- **Partners share appropriate and relevant information/data to ensure an effective system of service delivery.**
- **A continuous process of data collection, evaluation, and program improvement ensures sustainability of positive outcomes, effective methods of practice, and diversity of funding.**
- **FDTC contributes to a stronger community by collaborating with community providers to sustain healthy, contributing parents who are productive members of our community.**

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Membership

This Charter contemplates a variety of opportunities for individuals and organizations to participate in the continued sustainability of the Travis County Family Drug Treatment Court. Each level of participation is crucial to the success of the program.

The membership of FDTC will be comprised of two governing bodies: the Drug Court Team and the Advisory Committee.

Drug Court Team:

Members: The Drug Court Team (DCT) of the Family Drug Treatment Court will be made up of representatives who work directly with FDTC participants. The team will be comprised of representatives from the following entities: Travis County District Attorney's Office, Parent Attorney, Presiding Judge, Child Protective Services, Court Appointed Special Advocates (CASA), Substance Abuse Treatment, Housing, the Drug Court Coordinator, the Parenting In Recovery Project Director, and any other service provider as agreed upon by the DCT.

Purpose: The DCT of the FDTC will oversee the operations and procedures of FDTC through:

- **FDTC Staff Meeting**, held prior to each FDTC docket to review participant compliance with court orders and make recommendations for the hearing on sanctions, dismissals, phase advancement and graduation.
- **Family Drug Treatment Court Docket Review**, held weekly[2] to assess each participant's progress in FDTC.
- **Subcommittee of DCT – Case Management Team Meeting**, held bi-monthly to collaborate on FDTC participant service planning. The Case Management Team (CMT) is comprised of members designated by the DCT.
- **Operations Meeting**, held monthly to review, discuss, and adjust the implementation of FDTC procedures. Additional duties of this meeting are to: 1) create and dissolve subcommittees as deemed necessary; 2) submit policy recommendations to the FDTC Advisory Committee; 3) refer issues to the Advisory Committee for resolution when there is an absence of consensus on the DCT. The Drug Court Coordinator will facilitate Operations meetings.

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Length of Participation: Members of the Drug Court Team will serve indefinitely except for the service providers (substance abuse, housing, etc.), whose representatives may be subject to rotation as determined by consensus of the Drug Court Team.

Advisory Committee:

Members[3]: The Advisory Committee of the Family Drug Treatment Court will be made up of a management/supervisory representative from each of the following entities: Travis County District Court, Travis County District Attorney's Office, CASA, Travis County Health and Human Services, Department of Family and Protective Services, Attorney (experienced in representing parents in the CPS system and familiar with FDTC), Substance Abuse treatment provider (rotated on an annual basis between community drug treatment

[2] FDTC is held weekly except on holidays and settlement week
[3] Members of the Advisory Committee cannot directly serve (eg. by providing case management services, court representation, therapeutic services) an active FDTC participant during their membership

providers), two Community Representatives[4] (rotated on an annual basis between community providers), and Drug Court Graduate and/or Family Representative[5]. Additionally, the Drug Court Coordinator will attend the Advisory Committee meetings to represent the Drug Court Team. The committee chair will be selected by committee members and will serve as chair for no more than two consecutive years. The committee meetings will be facilitated by a TCHHS/VS staff member who is not a voting member. The membership of this committee may be expanded by the agreement of a majority of the members.

Purpose: The Advisory Committee of the Family Drug Treatment Court will be responsible for the oversight and sustainability of the program. The Committee will:

- Approve FDTC policies
- Oversee sustainability efforts
- Monitor achievement of long-term goals
- Ensure an evaluation component
- Create and dissolve subcommittees

Length of Participation: Members of the Advisory Committee will serve indefinitely, with the exception of the Substance Abuse treatment provider and the Community Representatives. These positions will be subject to an annual rotation as determined by consensus of the advisory committee. Each member of the Advisory Committee may identify one person who may serve as their designated representative if they are unable to attend a meeting. This representative has the right to participate and vote in the Committee Member's absence. Annually the members of the Advisory Committee shall renew their commitment to the FDTC by reviewing, approving and signing this charter indicating their continued participation.

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Meetings: The Advisory Committee will meet quarterly. Additional meetings may be called as needed or at the recommendation of the DCT and may be facilitated by phone, e-mail or other electronic means as is available to the membership. The first meeting of each year the Advisory Committee will select the decision-making process that will govern the committee for that year. The committee will utilize the principals of consensus decision-making[6] as a guide for the process. Additionally, the committee will solicit input from community members that will inform their decision-making on issue areas impacting the FDTC.

[4] Community Representative refers to individuals/agencies who provide support to FDTC participants, such as housing, mental health, employment/education, child care, and parent education.
[5] Family Representative refers to an individual whose family member has been a participant in FDTC, or a parent or relative (fictive and kin) who has concluded involvement with Child Welfare and exposure to addiction and recovery.
[6] Consensus decision-making is a group decision making process that not only seeks the agreement of most participants, but also the resolution or mitigation of minority objections. Consensus is usually defined as meaning both general agreement and the process of getting to such agreement.

GOALS

The primary goals of the FDTC are equivalent to the 10 Key Components[7] of drug courts within the context of a family drug court. Those Components are as follows:

- FDTC integrates alcohol and other drug treatment services with justice system case processing.[8]
- Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.
- FDTC identities participants early and places them in the drug court program promptly.
- FDTC provides access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.
- FDTC monitors abstinence through frequent testing for alcohol and drug use.
- A coordinated strategy governs drug court responses to participants' compliance.
- Drug court participants receive essential ongoing judicial interaction.
- Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.
- Continuing interdisciplinary education promotes effective drug court planning, implementation, and operations.
- Forging partnerships among drug courts, public agencies, and community-based organizations generates local support and enhances drug court program effectiveness.

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Evaluation

The FDTC is committed to collecting, maintaining, and utilizing data to improve the practice model. The FDTC will promote a sustained evaluation component as part of the program design.

The following criteria will be evaluated, assessed, and shared amongst the partners to be used as a tool to continually improve the FDTC:

- Self-sufficiency of participants
- Abstinence and law-abiding behavior
- Child safety
- Cost-benefit analysis

[7] The 10 Key Components can be viewed in their entirety at http://www.ojp.usdoj.gov/BJA/grant/DrugCourts/DefiningDC.pdf.
[8] The justice system referenced in this Charter is specific to the civil process through which child welfare suits are litigated.

STATEMENT OF AGREEMENT

This charter is made and entered into as of the 18 day of August, 20 10, by and between the undersigned Partnering Agencies/Organizations ("Partners").

WHEREAS, the Partners desire for the FDTC to be supported and sustained by maintaining a unified mission and vision of the Partners as set forth in this charter, and

WHEREAS, all the below named Partners are in agreement with the mission and vision set forth in this charter,

NOW, THEREFORE, the parties agree that we have read and agree with the terms of this charter.

PARTNERS

The undersigned is authorized to sign this Statement of Agreement as a representative on behalf of their respective partnering agency/organization and have agreed to be committed to this charter.

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Signature Date

Judge, 126th J.D. Court
Name & Title

Partnering Agency/Organization

Signature 8/18/10 Date

LAURA WOLF, EXECUTIVE DIRECTOR
Name & Title

CASA of Travis County
Partnering Agency/Organization

Signature 5/12/10 Date

Tim Leneman - Director
Name & Title

Travis Co Health & Human Services
Partnering Agency/Organization

Signature 8/18/10 Date

BILL WIGMORE, PRES./CEO
Name & Title

AUSTIN RECOVERY
Partnering Agency/Organization

8/18/10

Signature Date

LaRu Woody Asst. Dist Atty

Name & Title

Travis Co. Dist. Atty. Off.

Partnering Agency/Organization

8/18/10
for Shelia Brown

Signature Date

Sally E. Mebust
CPS Program Administrator

Name & Title

Dept. of Protective and Regulatory Services, Region 07

Partnering Agency/Organization

Signature Date

Name & Title

Partnering Agency/Organization

Signature Date

Name & Title

Partnering Agency/Organization

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Signature Date

Name & Title

Partnering Agency/Organization

Signature Date

Name & Title

Partnering Agency/Organization

Travis County - Parenting in Recovery II
Budget Overview
(Detailed yearly budgets and grant partner budgets on subsequent pages)

Partner Expenses		**Year 1**		**Year 2**		**Two-Year Total**
Austin Travis County Integral Care	$	292,945.00	$	284,168.00	$	577,113.00
Encompass Medical Mgmt.	$	85,00[illegible]	$	85,000.00	$	170,000.00
Foundation Communities	$	15,14[illegible]00	$	15,146.00	$	30,292.00
Travis County Office of Child Representation	$	88,431.00	$	97,086.00	$	185,517.00
General Expenses						
Grant Partner Travel	$	11,20[illegible].00	$	7,000.00	$	18,200.00
Systems Development Training	$	7,278.0[illegible]	$	11,600.00	$	18,878.00
Grant Funds	$	500,000.00	$	500,000.00	$	1,000,000.00
Match		214,28[illegible]		269,231	$	483,517.00
Grant Percentage		[illegible].70		0.65		
Total Funds	$	714,286.00	$	769,231.00	$	1,483,517.00

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Travis County - Parenting in Recovery II

Year 1 **Partner Expenses**	Position	Months	Percentage of time	Personnel	Fringe Benefits	Travel	Equipment	Supplies	Contractual	Other	Federal	Non-Federal
Austin Travis County Integral Care	Child Therapist	10	100%	40,753	10,454			3,310		238,428	292,945	
(The salary and benefit figures for this position in year 1 are for 10 months to account for the time it will take to get the person hired.)												
Encompass Medical Mgmt.	Evaluator	12	32%						70,000		70,000	
	Research Asst.	12	48%						15,000		15,000	
Foundation Communities	Case Manager	12	33%	12,333	2,813						15,146	
Travis County Office of Child Representation	Attorney Ad Litem	10	100%	56,7[illegible]	18,459			8,765		4,460	88,431	
(The salary and benefit figures for this position in year 1 are for 10 months to account for the time it [illegible]ll take to get the [illegible]rson hired.)												
General Expenses												
Grant Partner Travel						11,200					11,200	
Systems Development Training										7,278	7,278	
Total				**109,833**	**31,726**	**11,200**		**12,075**	**85,000**	**250,166**	**500,000**	
Match*												
Travis County Health and Human Services and Veterans Service	Parenting in Recovery Project Director	12	100%	62,008	12,572							74,580
Flex Funds										139,706		139,706
Total												**214,286**

***The salary and benefits for the PIR Project Director are providing $74,580 in match. A por[illegible] the flex funds dollars provided to ATCIC by Travis County is making up the balance ($139,706) of the year one match.**

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Travis County - Parenting In Recovery II

Year 2 **Partner Expenses**	Position	Months	Percentage of time	Personnel	Fringe Benefits	Travel	Equipment	Supplies	Contractual	Other	Federal	Non-Federal
Austin Travis County Integral Care	Child Therapist	12	100%	48,904	12,509			460		222,295	284,168	
Encompass Medical Mgmt.	Evaluator	12	32%						70,000		70,000	
	Research Asst.	12	48%						15,000		15,000	
Foundation Communities	Case Manager	12	33%	12,333	2,813						15,146	
Travis County Office of Child Representation	Attorney Ad Litem	12	100%	68,0	22,149			2,381		4,460	97,086	
General Expenses												
Grant Partner Travel						7,000					7,000	
Systems Development Training										11,600	11,600	
Total				**129,333**	**37,471**	**7,000**		**2,841**	**85,000**	**238,355**	**500,000**	
Match*												
Travis County Health and Human Services and Veterans Service	Parenting in Recovery Project Director	12	100%	62,008	12,572							74,580
Flex Funds										194,651		194,651
Total												**269,231**

***The salary and benefits for the PIR Project Director are providing $74,580 in match. A portion of the flex funds dollars provided to ATCIC by Travis County is making up the balance ($194,651) of the year two match.**

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General Expenses	Year 1	Year 2
Grant Partner Travel		
Year 1 - Funding for 4 attendees x 2 trips (Funding for key grant funded staff and key staff from partners to attend kick-off mtg. and annual grantee mtg. in Wash., D.C.) Hotel = 180 per night x 3 nights (540) Airfare = Roundtrip (555) Per Diem = 46 per day w/o receipts or 60 per day w/ receipts x 4 days (240) Misc. = taxi, baggage fee (65) Total = 1,400 per trip x 2 trip x 4 staff (Note: Travel for Evaluator will be included in the sub-contract for that partner.)	11,200	
Year 2 - Funding for 5 attendees x 1 trip		7,000
Total	**11,200**	**7,000**
Systems Development Training		
Year 1 & 2: Training grant staff and community partners = processing CEU's (2[illegible] speaker fee (200); training materials (150)	600	600
Center for Elimination of Disproportionality and Disparities (CEDD) will complete a pr[illegible]ssment and provide written recommendations to improve practice and technical assistance to imp[illegible] recommendations	5,000	
Child Trauma Academy will provide a two-day workshop in Austin to improve local understanding of child trauma, the impact, and intervention methods (see budget justification f[illegible]	1,678	
Year 2 funding for CEDD to provide 2 one day trainings on undoing racism @ $5,500 a [illegible]y		11,000
Total	**7,278**	**11,600**

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Travis County - Parenting In Recovery II

Encompass Medical Management

ACTIVITY	Contract Hours	Hourly Rate	Year 1	Year 2
Encompass Medical Management - Database Development Activities				
Modify web-based database for entry of data required by grantor; include various drop-down menu items that conform to the federal indicator criteria and match the indicator criteria to the federal data dictionary requirements. Also determine best method of data entry for additional child indicators associated with standardized measures.	130	100	13,000	13,000
Develop connection with DPS to gather data on criminal history	20	100	2,000	2,000
Refine interfaces between PIR and DFPS databases to allow data to be uploaded to federal database that tracks grant evaluation component	18	100	1,800	1,800
Develop data structure for cost/benefit analysis and manage data	50	100	5,000	5,000
Total			21,800	21,800
Encompass Medical Management - Ongoing Database Evaluation Activities				
Manage data connections and data feeds from CPS state databases in the PIR access database for all reports	25	100	2,500	2,500
Warehouse the data in secure data repository and HIPAA compliant site	25	100	2,500	2,500
Conduct on-going security checks of data and data sources	25	100	2,500	2,500
Administration of data privacy and validity for HIPAA and confidentiality	25	100	2,500	2,500
Ongoing consulting to evaluator on data management	25	100	2,500	2,500
Develop XML mapping process and validity checks to meet federal data requirements	20	100	2,000	2,000
Upload program data to federal data repositories for semi-annual reports	25	100	2,500	2,500
Total			17,000	17,000
Encompass Medical Management - Ongoing Program Evaluation Activities				
Monitor/modify data collection plan with designated federal and local performance indicators	20	100	2,000	2,000
Meet with federal program officers and liaison at national meetings and on-site; provide information to these individua[illegible] the evaluati[illegible]uested	20	100	2,000	2,000
Continue Institutional Review[illegible]ard Huma[illegible]bjects P[illegible]ection activi[illegible] including a[illegible]ion to IRB, maintenance of IRB p[illegible]ocols, consen[illegible]rms, s[illegible]tegies to recr[illegible]monitorin[illegible] th informed consent process	40	100	4[illegible]0	4,000
Training activities, such as tra[illegible]g in new asse[illegible]ment[illegible]ata entry int[illegible]eb-base database, and training resear[illegible]assistant in da[illegible]need[illegible]or contr[illegible]oup	15	100	1[illegible]0	1,500
Develop and conduct cost/be[illegible]t analysis &[illegible]elop a[illegible] conduct ca[illegible]tudy	75	100	7[illegible]0	7,500
Assist in developing semi-an[illegible]reports on f[illegible]eral and local i[illegible]	30	100	3,000	3,000
Interface with database developers as needed	30	100	3,000	3,000
Supervise research assistant and provide oversight of data collection	50	100	5,000	5,000
Travel to federal meetings in Washington, D.C. twice per year			3,200	3,200
Total			31,200	31,200
Research Assistant - part-time - 15 hours / week				
Work with project director to collect all "missing data" from previous years in database	300	15	4,500	4,500
Conduct qualitative interviews with individual program participants	100	15	1,500	1,500
Ongoing monitoring of web-based database to ensure data gathered from project partners throughout the year in correct formats	50	15	750	750
Data collection and data entry from all partner databases	100	15	1,500	1,500
Develop tracking system for data, with special concentration on collecting control group data at pre- and post-testing	50	15	750	750
Modify current SPSS databases for use with Excel and Web-based database for data analysis	100	15	1,500	1,500
Assist in developing semi-annual & annual reports on federal and local indicators	100	15	1,500	1,500
Assit developing final reports to grantor	100	15	1,500	1,500
Assist in developing cost/benefit analysis	100	15	1,500	1,500
Total			15,000	15,000
Grand Total			85,000	85,000

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Travis County - Parenting in Recovery II

Office of Child Representation

Personnel	Calculation	Year 1*	Year 2
Attorney Ad Litem			
Salary		56,747	68,096
Total		**56,747**	**68,096**
Fringe			
FICA	(Salary x .0765)	4,341	5,209
Health Insurance	(696.08 x 12 mos.)	6,961	8,353
Life Insurance	(8.25 x 12 mos.)	83	99
Retirement	(Salary x .1227)	6,963	8,355
WCI	(Salary x .75 x .0026)	111	133
Total		**18,459**	**22,149**

***The salary and benefit figures for year 1 are for 10 months to account for the time it will take to get the person hired.**

Supplies			
Office supplies	(Based on another attorney position same as grant funded position)	300	300
Family Code (includes shipping cost for all 3 code books)	(Based on another attorney position same as grant funded position)	120	120
Notebook workstation w/ network port	(Travis Co. ITS quote)	2,550	-
Desktop licenses and security software	(Travis Co. ITS quote)	947	-
Security software maintenance and port maintenance	(Travis Co. ITS quote)	76	76
Computer installation and voice and data cabling installation	(Travis Co. ITS quote)	715	-
Phone ISM license	(Travis Co. ITS quote)	50	-
Phone and port costs	(Travis Co. ITS quote)	400	-
Voice and data cabling installation for phone	(Travis Co. ITS quote)	550	-
Long distance phone calls (per year)	(Based on another attorney position same as grant funded position)	25	25
State bar license dues (per year)	(Based on another attorney position same as grant funded position)	148	148
National Association of Council for Children membership	(Based on another attorney position same as grant funded position)	100	100
Texas Rules - Civil Trials	(Based on another attorney position same as grant funded position)	85	85
Family Law Handbook	(Based on another attorney position same as grant funded position)	135	135
Broadband (per year)	(Based on another attorney position same as grant funded position)	456	456
Cell phone (per year)	(Based on another attorney position same as grant funded position)	936	936
Furniture - desk	(Based on another attorney position same as grant funded position)	1,042	-
Furniture - chair	(Based on another attorney position same as grant funded position)	130	-
Total		**8,765**	**2,381**

Other			
Mileage	600 miles per month x 12 months x .55 per mile	3,960	3,960
Continuing legal education	(Based on another attorney position same as grant funded position)	500	500
Total		**4,460**	**4,460**

Grand Total		**88,431**	**97,086**

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Travis County - Parenting in Recovery II

Foundation Communities

Personnel	Calculation	Year 1	Year 2
Case Manager			
Salary		37,003	37,003
Total		**37,003**	**37,003**
Fringe			
FICA	(Salary x .0765)	2,831	2,831
Workers Comp	3.70 per payroll x 26 payrolls	96	96
Medical Insurance	287.92 per month x 12 mos.	3,455	3,455
LTD Insurance	10 per month x 12 mos.	120	120
ADD/Life Insurance	7.25 per month x 12 mos.	87	87
Retirement (401K)	71.16 per payroll x 26 payrolls	1,850	1,850
Total		**8,439**	**8,439**
Grand Total	**(Total Salary and Fringe x .3333)**	**15,146**	**15,146**

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Travis County - Parenting in Recovery II

ATCIC

Personnel	Calculation	Year 1*	Year 2
Child Therapist			
Salary		40,753	48,904
Total		**40,753**	**48,904**
Fringe			
FICA	Salary x .0765	3,118	3,741
Health Insurance	442.75 x 10 mos.	4,428	5,313
Dental Insurance	10.66 x 10 mos.	107	128
Employee Assistance Program	39 x 10 mos.	390	468
Other Insurance	Salary x .0026	106	127
State Unemployment	Salary x .0074	302	362
Worker's Comp.	Salary x .00414	169	169
Retirement	Salary x .045	1,834	2,201
Total		**10,454**	**12,509**

***The salary and benefit figures for year 1 are for 10 months to account for the time it will take to get the person hired.**

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Supplies			
Office supplies	Actual cost	300	300
Duplicating/Computer supplies	Actual cost	160	160
Notebook Computer/Docking Station	Actual cost	2,600	-
Printer	Actual cost	250	-
Total		**3,310**	**460**
Other			
Mileage Reimbursement	400 miles X .525 per mile x 12 mos.	2,520	2,520
Mobile Phone Airtime (computer aircard)	40 x 12 mos.	480	480
Cell Phone Allowance	36.75 x 12 mos.	441	441
Personnel Advertising	Cost for one month	550	-
Staff Development	Amount allotted to each staff for trainings or conferences	500	500
IT Replacement Fund	Costs allocated per employee	186	186
Hardware/Software Maintenance	"	469	469
Telephone Line	"	490	490
Internet Connection	"	47	47
Liability Insurance	"	68	68
Building Occupancy:	"		
capital improvement fee	"	74	74

Travis County - Parenting in Recovery II

repairs/maintenance	"	16	16
electricity/water	"	188	188
elevators	"	23	23
landscaping	"	43	43
fire equipment	"	33	33
pest control	"	6	6
locksmith services	"	2	2
janitorial services	"	115	115
garbage disposal	"	40	40
property insurance	"	37	37
Flexible Funds	Flexible funding to spend on specialized services for children and parents (cost based on estimate of services needed and includes 5% MSO Fee totaling $11,605 in year 1 and $10,826 in year 2)	232,100	216,517
Total		**238,428**	**222,295**
Grand Total		**292,945**	**284,168**

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Project Title: Parenting in Recovery (PIR) II
Applicant Name: Travis County Health and Human Services and Veterans Service

Budget Justification

Parenting in Recovery (PIR II) seeks funding for:

Two positions allocated through a vendor contract:
- Part-time Evaluator – Contract with Encompass
- Part-time Research Assistant – Contract with Encompass

One position funded through Travis County OCR:
- Attorney ad Litem to represent children (AAL) – Funded position with Office of Child Representation (OCR)

Two positions funded through subcontracts:
- Child Therapist – Funded position with Austin Travis County Integral Care (ATCIC)
- Part-time Housing Case Manager – Funded position with Foundations Communities (FC)

- Office supplies, mileage, and cell phone allowance and other expenses to support the grant funded positions above excluding the Case Manager position with FC
- Laptop computers for two of the grant funded staff: Child Therapist and AAL. The cost of each individual laptop will not exceed $3,000.
- Flexible funding to expend on specialized services for children and parents including substance abuse treatment, concrete services, recovery supports and therapeutic and specialized services for the children. These funds will be integrated into two existing contracts between ATCIC and TCHHS/VS referenced as the System of Care contract and the Substance Abuse Managed Service Organization contract.
- Travel expenses for key personnel (Project Director, Evaluator, and other key staff) to attend the grantee meetings in Washington.
- Training to support cross-training between partners on critical issues such as trauma-informed care, substance abuse, mental health, child development, child welfare, evidenced-based practices, protective factors and cultural competence and disproportionality.
- There will be no funding requested for Equipment or Construction.
- PIR II will provide match funding each year of the grant from this source:
    - TCHHS/VS – Funding for PIR II Project Director and Flexible Funding dedicated to PIR II/FDTC

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Object Class Categories

A. Personnel / Fringe Benefits[1]

Position: Attorney Ad Litem
Necessity: This position is required to fulfill the grant design. This position provides legal representation to children whose family has an open lawsuit with Child Protective Services (CPS). Duties include interviewing all clients who are 4 years old or older, interviewing people who have significant knowledge of the child's history and condition, investigating the facts of the case, obtaining and reviewing copies of relevant records, participating in litigation, taking action that is necessary to expedite the proceedings and encourage settlement.

[1] http://www.salary.com/category/salary/ this website was used to compare salaries for reasonableness

Reasonableness: The salary for this position was derived from the Travis County Classified Salary Schedule. The salary is less than the median average salary for attorneys in Austin, Texas but is the average salary for a County funded attorney position and is commensurate to other attorneys in OCR.
Allocation of Proposed Cost: The funds for this position will be allocated to the budget of the Office of Child Representation which is a program managed under the Justice and Public Safety Division of Travis County. In year one of the grant award this position will be funded for 10 months due to start-up time.

B. Travel – See Budget Detail
C. Equipment - No equipment purchases as part of the grant budget proposal.

D. Supplies
PIR II has office supplies as part of the budget for the OCR and ATCIC sub-recipient contracts. FC is providing these resources for their part-time funded grant position.
Necessity: Basic office supplies to facilitate work with grant supported parents.
Reasonableness: The allocation for office supplies annually is less than 1% of each individual program budget within PIR II.
Allocation of Proposed Cost: Office supplies will be part of the allocated budget under the PIR II design.

DRAFT

E. Contractual
PIR II will execute 1 vendor contract and four sub-contracts as part of implementing the PIR II grant design.

1. **Encompass** – This will be a unit cost contract with the evaluator for the grant project. The contract will cover these costs: evaluator's project time and compliance with grant requirements; database development and management activities; employment of a part-time research assistant; and travel expenses to required grantee conferences. The cost will be the same in year one and year two but the services in year two will include close-out activities related to the grant.

Evaluator position
Necessity: Grant required position that is essential to ensure compliance with the evaluation component of the grant design. These duties will be executed: develop data collection plan with designated federal and local performance indicators; meet with federal program officers and liaison at national meetings and on-site; provide information to these individuals concerning the evaluation status as requested; monitor Institutional Review Board Protection of Human Subjects activities, including applications for continuing review of IRB protocols, maintenance of consent forms, strategies to recruit, monitoring of the informed consent process; training activities, such as training in new assessment instruments for child therapists and training research assistant in data collection needed specifically for control group data; assist in developing semi-annual & annual reports on federal and local indicators; interface with database developers as needed; supervise research assistant and provide oversight of data collection; complete a local evaluation for dissemination annually with a focus on program process and outcomes.

Encompass Medical Management - Ongoing program evaluation activities and duties related to the management of the web based data collection system: modify the web-based database for

entry of data required by grantor; include various drop-down menu items that conform to the federal indicator criteria and match the indicator criteria to the federal data dictionary requirements; create interfaces between CSI and CPS databases to allow data to be uploaded to federal database that tracks grant evaluation component; manage data connections and data feeds from CPS state databases in the PIR II access database for all reports; warehouse the data in secure data repository and HIPAA compliant site; conduct on-going security checks of data and data sources; administration of data privacy and validity for HIPAA and confidentiality; ongoing consulting on data management; develop XML mapping process and validity checks to meet federal data requirements; upload program data to federal data repositories for semi-annual report. Major efforts will be required to conduct the cost/benefit analysis as well the final reports to grantor.
Reasonableness: The hourly rate of $100 includes the remuneration of the evaluator. There is no administrative or indirect cost.
Allocation of Proposed Cost: The funds for this position will be part of the vendor unit cost contract executed with Encompass Medical Management, Inc.

Part-Time Research Assistant position
Necessity: Position to support the collection of data and support the activities of the evaluator and focus on collection of control group data specifically. This position is essential to ensure full compliance with the evaluation component of the grant design. Duties will include ongoing monitoring of web-based database to ensure data gathered from project partners throughout the year is complete; data collection and data entry from all partner data bases and interviews with individual program participants; developing tracking system for data with special concentration on collecting control group data from pre- and post-testing; developing SPSS databases from Excel and web-based database and converting data for data analysis; assisting evaluator in developing analyses for semi-annual, annual, and final reports with cost/benefit analysis. Also, conduct qualitative interviews with participants completing the program.
Reasonableness: The hourly rate for this position is $15 and the staff is expected to work approximately 1000 hours in Year 1 of PIR II and 1000 hours in Year 2 to provide additional support for the final report and cost/benefit analysis and control group data. The cost also includes required benefits of FICA, but no other benefits/indirect costs.

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Allocation of Proposed Cost: The funds for this position will be part of the vendor unit cost contract executed with Encompass Medical Management, Inc.

2. Austin Travis County Integral Care (ATCIC) – Three sub-contracts will be executed between ATCIC and TCHHS/VS to support the implementation of the grant design. Two of them have been in place since the original grant award of PIR in 2007: System Of Care (SOC) and Substance Abuse Managed Service Organization (SAMSO). **First**, there will be a sub-recipient contract to facilitate the service delivery to the children served by this grant. The contract includes the cost of the Child Therapist position including salary, benefits, mileage, cell phone stipend, office supplies and other costs. In year one of the grant there will be associated start-up costs such as the purchase of a laptop computer.

Child Therapist Position:
Necessity: This position is required to fulfill the grant design and provide therapeutic services to the children served by the grant. Duties include assessments, providing direct therapeutic

services, providing or accessing experiential therapeutic services, advocacy in school setting and education on substance abuse.
Reasonableness: The salary of this position is slightly below the median salary for a licensed clinical social worker based on the national average. The salary is commensurate with others who have like degrees and experience in Austin, Texas.
Allocation of Proposed Cost: The funds for this position will be provided to ATCIC in a sub-recipient contract. In year one of the grant award this position will be funded for 10 months due to start-up time.

SOC subcontract
The **second** subcontract executed will be the SOC which allows TCHHS/VS to expend flexible funding on the behalf of the eligible children, youth and mothers of this grant. The contract funds specific services and supports for the participants such as recovery supports and specialized children services.

SAMSO subcontract
The **third** subcontract with ATCIC is the SAMSO which funds substance abuse treatment for community residents. ATCIC acts as the managed service organization in both the SOC and SAMSO contracts by fulfilling two functions: provider network development and payment allocation through a reimbursement contract. ATCIC recruits, credentials, contracts and oversees a provider network. The contract dollars allocated by TCHHS/VS under this contract reimburses ATCIC for payments rendered to network and non-network providers. ATCIC has the software to carefully manage funding allocations and the budget management to ensure that only authorized funding is expended on eligible clients. Under this contract, TCHHS/VS pays an MSO fee to offset the cost of the management of the network and the billing process. The MSO fee for this grant is 5% of the funds expended.

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3. **Part-Time Housing Case Manager position subcontract**
Necessity: This position is required to fulfill the grant design. This position provides housing focused case management to grant participants in PIR II. Duties include conducting housing assessments and developing individualized plans, providing referrals to local housing resources, and, for those eligible, facilitating placement in Foundation Communities housing property and provide ongoing case management.
Reasonableness: This position is funded below the median salary in Austin, Texas but is commensurate to the salary of others employed by Foundation Communities. This funding covers a 1/3 of the position cost. The case manager will serve the necessary hours to support the grant eligible participants. If this exceeds the grant allocation, the additional cost will be covered by Foundation Communities' portion of the funding for this position.
Allocation of Proposed Cost: The funding for this position will be provided to Foundation Communities in a sub-recipient contract.

F. Construction - PIR II does not have any construction costs as part of the proposed budget.
G. Other
These are other PIR II costs that have not been accounted for in the other budget categories.
1. For year one and two of the grant: Cross-Training for regional partners, PIR II staff, primary partners' staff, and community members. The training will cover a variety of topics that support a common basis of knowledge and understanding. The training will occur quarterly

and will cover these topics among others: promoting protective factors, evidence-based practices specific to target population of the grant, substance abuse/child welfare, child development, parent/child visitation – family time, trauma-informed care, neuro-development of young children and trauma. The costs cover speaker fees, documents for distribution, and CEU's.

2. In year one of the grant PIR II will host the Child Trauma Academy (CTA) for a two-day workshop focusing on understanding trauma, the impact and the recommended interventions. The CTA is a not-for-profit organization based in Houston, Texas working to improve the lives of high-risk children through direct service, research and education. The cost breakdown for the funding is:
   Mileage: $176
   Hotel: $160
   Per Diem: $92
   Materials: $250
   Daily Rate: $500
   Total Cost: $1,678
3. In year one of the grant, PIR II will invite the Center for Elimination of Disproportionality and Disparities (CEDD) to complete a program assessment, provide recommendations to improve practice, and provide technical assistance to implement those recommendations.
4. In the second year of the grant, PIR II will collaborate with the CEDD to provide 2 one-day training sessions on *Undoing Racism*.
5. Indirect Charges
   PIR II will not charge indirect costs to the grant.

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H. Match Requirement

The match requirement for this grant is an escalating match with year one being 30% and year two 35%. The match will be provided by TCHHS/VS.

- TCHHS/VS match will be from the salary and benefits of the PIR II Project Director and the flexible funding allocated to the project through Travis County.

I. Flexible Funding for PIR II Grant

- Flexible funds have been budgeted each year for the children, youth and mothers enrolled in the grant.
- The funding will be allocated to ATCIC in the form of two contracts: SOC & SAMSO.

Examples of Approved Expenditures:		
Parent/Caretaker Education	Psychosocial Skills Training	Medication Management
Psychological Assessment	Medical Purchases	Substance Abuse Treatment
Psychiatric Assessment	Case Conference	Neuropsychological
Specialized Therapy	Emergency Food	Equine Therapy
Respite Care	Clothing	Mentoring
Child Care/supervision	Utilities	Therapeutic/Behavioral Aide
Transportation	Housing Assistance	Behavioral Aide
Employment Support Services	Tutoring	Enrichment Activities
Individual, Group, Family, Crisis Counseling	Specialized Therapy	Experiential Therapy

DEPARTMENT OF HEALTH & HUMAN SERVICES

RECEIVED
COUNTY JUDGE'S OFFICE
12 OCT 16 AM 11:43

ADMINISTRATION FOR CHILDREN AND FAMILIES
Administration on Children, Youth and Families
1250 Maryland Avenue, S.W.
Washington, D.C. 20024

SEP 19 2012

Mr. Samuel T. Biscoe
Travis County Judge
Travis County
100 N IH 35
Austin, TX 78701-4138

Reference: Award No. 90CU0039

Dear Mr. Biscoe:

DRAFT

I am pleased to inform you that your competing continuation award application submitted in response to HHS-2012-ACF-ACYF-CU-0550, Two Year Extension -- Regional Partnership Grants to Increase the Well-Being of and to Improve the Permanency Outcomes for, Children Affected by Substance Abuse has been approved for funding. The grant award is made pursuant to the legislative authority of the Promoting Safe and Stable Families Program (Section 437(f), Subpart 2, Title IV-B, of the Social Security Act) (42 U.S.C. 629g(f)), as amended by the Child and Family Services Improvement and Innovation Act (Pub.L. 112-34).

The enclosed Notice of Award (NOA) specifies the amount and duration of the grant. Also enclosed is material that describes the administrative policies and procedures pertinent to your grant.

The Federal Project Officer responsible for monitoring the project and for providing programmatic assistance is:

Jean Blankenship
Child Welfare Program Specialist
Administration on Children, Youth and Families
Children's Bureau
1250 Maryland Avenue, SW
Suite 800
Washington, DC 20024
Telephone: 202-401-2887

Page 2 – Mr. Samuel T. Biscoe

The Grants Management Specialist assigned to your project and available to assist you with the business and administrative aspects of the project is:

Bernard Morgan
Grants Management Specialist
Administration for Children and Families
Office of Grants Management
370 L'Enfant Promenade, SW
6th Floor
Washington, DC 20447
Telephone: 202-401-4896

Please note that originals of all correspondence and reports related to your grant are to be transmitted to the Grants Management Specialist with copies to the Federal Project Officer. All grant-related correspondence and reports must reference the award number appearing in box 3 of the NOA.

Program and financial status reports are due 30 days after the end of the second and fourth quarters (six-month intervals) throughout the total approved project period. The enclosed material on reporting requirements details the reporting schedule and format.

DRAFT

If we can be of any assistance, please feel free to contact us. We look forward to working with you as you continue with this important project.

Sincerely,

Bryan Samuels
Commissioner

Enclosures

1.RECIPIENT

Department of Health and Human Services
Administration for Children and Families
Notice of Award (NOA)

SAI NUMBER:

PMS DOCUMENT NUMBER: 90CU003906

1. AWARDING OFFICE:	2. ASSISTANCE TYPE:	3. AWARD NO.:	4. AMEND. NO.:
Administration for Children and Families	Discretionary Grant	90CU0039/06	

5. TYPE OF AWARD:	6. TYPE OF ACTION:	7. AWARD AUTHORITY:
OTHER	Competing Continuation	Prom S & S Fam. Sec. 437 (f) title IV-B42 U.S.C. 629(f)(b)

8. BUDGET PERIOD:	9. PROJECT PERIOD:	10. CAT NO./CFDA:
09/30/2012 THRU 09/29/2013	09/30/2007 THRU 09/29/2014	93.087 ...

11. RECIPIENT ORGANIZATION:
Travis County through Travis County
Health and Human Services
100 North I.H. 35
Austin TX 78701 4138
Samuel Biscoe, Travis County Judge

12. PROJECT / PROGRAM TITLE:
Targeted Grants: Methamphetamine and other Substance Abuse

13. COUNTY:	14. CONGR. DIST:	15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR:
TRAVIS	25	Laura Peveto , Prevention and Intervention Manager

16. APPROVED BUDGET:

Personnel	$	56,747
Fringe Benefits	$	18,459
Travel	$	11,200
Equipment	$	0
Supplies	$	4,022
Contractual	$	3,091
Facilities/Construction	$	
Other	$	6,481
Direct Costs	$	500,000
Indirect Costs	$	0
At % of $		
In Kind Contributions	$	0
Total Approved Budget(**)	$	500,000

17. AWARD COMPUTATION:

A. NON-FEDERAL SHARE	$	214,286	30.00 %
B. FEDERAL SHARE	$	500,000	70.00 %

18. FEDERAL SHARE COMPUTATION:

A. TOTAL FEDERAL SHARE	$	500,000
B. UNOBLIGATED BALANCE	$	
C. FED. SHARE AWARDED THIS BUDGET PERIOD	$	500,000
19. AMOUNT AWARDED THIS ACTION:	$	500,000
20. FEDERAL $ AWARDED THIS PROJECT PERIOD:	$	3,000,000

21. AUTHORIZED TREATMENT OF PROGRAM INCOME:
ADDITIONAL COSTS

22. APPLICANT EIN:	23. PAYEE EIN:	24. OBJECT CLASS:
1-746000192-A5	1-746000192-A5	41.51

25. FINANCIAL INFORMATION: **DUNS:** 030908842

ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED %
ACF	90CU003906	75-2-1512	2012 G996440	$500,000		

26. REMARKS: (Continued on separate sheets)

Paid by DHHS Payment Management System (PMS), see attached for payment information.
This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award.
This includes requirements in Parts I and II (available at http://www.hhs.gov/asfr/ogapa/grantinformation/hhsgps107.pdf) of the HHS GPS.
Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 74 or 92, directly apply to this award apart from any coverage in the HHS GPS.
This award is subject to requirements or limitations in any applicable Appropriations Act.
This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

27. SIGNATURE - ACF GRANTS OFFICER **DATE:**
Robin Bunch 9/15/202
Robin Bunch

28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY
for Catherine F. Wade Nicole Miles 9/18/12

29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S) **DATE:**
Bryan SamuelsCO, Commissioner, ACYF 9/19/12

DGCM-3-785 (Rev. 86) (CU)

DRAFT

1.RECIPIENT

Department of Health and Human Services
Administration for Children and Families
Notice of Award (NOA)

SAI NUMBER:

PMS DOCUMENT NUMBER:
90CU003906

1. AWARDING OFFICE:	2. ASSISTANCE TYPE:	3. AWARD NO.:	4. AMEND. NO.
Administration for Children and Families	Discretionary Grant	90CU0039/06	

5. TYPE OF AWARD:	6. TYPE OF ACTION:	7. AWARD AUTHORITY:
OTHER	Competing Continuation	Prom S & S Fam. Sec. 437 (f) title IV-B42 U.S.C. 629(f)(b

8. BUDGET PERIOD:	9. PROJECT PERIOD:	10. CAT NO./CFDA:
09/30/2012 THRU 09/29/2013	09/30/2007 THRU 09/29/2014	93.087

11. RECIPIENT ORGANIZATION:
Travis County, Health and Human Services
v through Travis County

BY: Samuel T. Biscoe Date: 11-6-12

Samuel T. Biscoe
Travis County Judge

26. REMARKS: (Continued from previous page)

For the full text of the award term, go to http://www.acf.hhs.gov/grants/award_term.html.
This award is subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS).
For full text go to http://www.acf.hhs.gov/grants/award_term_ccr_duns.html.
This award is subject to requirements as set forth in 2 CFR 25.110.
For full text go to http://www.acf.hhs.gov/grants/msg_sf425.html.
This grant is subject to the requirements as set forth in 45 CFR Part 87.
Attached are terms and conditions, reporting requirements, and payment instructions.
Initial expenditure of funds by the grantee constitutes acceptance of this award.
(**) Reflects only federal share of approved budget.

$4,743 budgeted under "Supplies" moved to "Other" category.

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DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS)
ADMINISTRATION FOR CHILDREN AND FAMILIES (ACF)

STANDARD TERMS AND CONDITIONS

DRAFT

Has been replaced with the

HHS GRANTS POLICY STATEMENT (HHS GPS)

www.acf.hhs.gov/grants/grants_resources.html

ACF PERFORMANCE PROGRESS REPORT
ACF-OGM SF-PPR Cover Page

Administration for Children and Families
U.S. Department of Health and Human Services

Page _____ of Pages _____

1. Federal Agency and Organization Element to Which Report is Submitted

2. Federal Grant or Other Identifying Number Assigned by Federal Agency

3a. DUNS

3b. EIN

4. Recipient Organization (Name and complete address including zip code)

5. Recipient Identifying Number or Account Number

8. Final Report? ☐ Yes ☐ No

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6. Project/Grant Period

Start Date:

End Date:

Reporting Period End Date:

9. Report Frequency
☐ annual ☐ semi-annual
☐ quarterly ☐ other
If other, describe:

10. Performance Narrative
Leave this space blank and attach a performance narrative that responds to questions in Form ACF-OGM-SF-PPR Attachment B.

11. Other Attachments *(Attach other documents as needed or as instructed by the awarding Federal Agency)*

12. Certification: I certify to the best of my knowledge and belief that this report is correct and complete for performance of activities for the purposes set forth in the award documents.

12a. Typed or Printed Name and Title of Authorized Certifying Official

12b. Signature of Authorized Certifying Official

12c. Telephone *(area code-number-extension)*

12d. Email Address

12e. Date Report Submitted

13. Agency use only

OMB Approval Number: 0970-0334
Expiration Date: 6/30/2009

ACF PERFORMANCE PROGRESS REPORT
ACF-OGM SF-PPR Program Indicators – Attachment B

Administration for Children and Families
U.S. Department of Health and Human Services

1. Federal Agency and Organization Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency	Page	of Page
		3a. DUNS	
		3b. EIN	

Program Indicators

(1) Item	(2) Activity Description	(3) Indicator	(4) Explanation
B-01	Major activities and accomplishments during this period	Leave Blank	Attach a description of these activities
B-02	Problems	Leave Blank	Attach a description of these activities
B-03	Significant findings and events	Leave Blank	Attach a description of these activities
B-04	Dissemination activities	Leave Blank	Attach a description of these activities
B-05	Other Activities	Leave Blank	Attach a description of these activities
B-06	Activities planned for next reporting period	Leave Blank	Attach a description of these activities

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Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 0970-0334, which expires on 06/30/2009. The time required to complete this information collection is estimated to average three (3) hours per response, including the time to review the instructions, search existing data resources, gather the data needed, and complete and review the information collection. **If you have suggestions about the accuracy of the estimate, we would be happy to hear from you.** You can email us at infocollection@acf.hhs.gov.

Form Form

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Financial Reporting for Grants and Cooperative Agreements
Federal Financial Report (FFR – SF-425) Term

The following award term is specific to this award. It overrides references in the HHS Grants Policy Statement and in 45 CFR Part 74.52, or 45 CFR Part 92.41, as applicable, to the SF-269 and SF-272 and the due date for quarterly cash reports. All other provisions concerning financial reporting remain in effect. Programs that currently use a financial reporting form other than Form SF-425 (previously the SF-269) would continue to use that form and submit it on whatever reporting schedule has been established.

Beginning with budget periods which end from January 1 – March 31, 2011, and for all budget periods thereafter, you will be required to submit an SF-425 report to ACF:

Annually ( )

Semi-annually ( ).

Quarterly ( )

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The report must be submitted on the Standard Form (SF-425) by completing all applicable information others than lines 10.a through 10.c. The form and instructions are available at: http://www.whitehouse.gov/omb/grants_forms/

This is the same form that HHS recipients currently are submitting to the HHS Payment Management to report the cash status of advance payments using lines 10.a through 10.c. However, even if this award is being paid on a reimbursement basis, the expenditure report must be submitted on the SF-425.

Any report submitted using a form other than SF-425 will be returned for resubmission using the SF-425 and may be considered late.

All final expenditure reports are due 90 days after the end date of the project period as shown on the face page of this Notice of Award or the end date of any authorized extension of the project period.

Under these new requirements, although a recipient still may request an extension of a due date for a financial report, approved exceptions will be rare.

FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)	Page 1	of pages
3. Recipient Organization (Name and complete address including Zip code)			

4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)	6. Report Type ☐ Quarterly ☐ Semi-Annual ☐ Annual ☐ Final	7. Basis of Accounting ☒ Cash ☐ Accrual

8. Project/Grant Period From: (Month, Day, Year)	To: (Month, Day, Year)	9. Reporting Period End Date (Month, Day, Year)

10. Transactions	Cumulative
(Use lines a-c for single or multiple grant reporting)	
Federal Cash (To report multiple grants, also use FFR Attachment):	
a. Cash Receipts	
b. Cash Disbursements	
c. Cash on Hand (line a minus b)	
(Use lines d-o for single grant reporting)	
Federal Expenditures and Unobligated Balance:	
d. Total Federal funds authorized	
e. Federal share of expenditures	
f. Federal share of unliquidated	
g. Total Federal share (sum of lines e and f)	
h. Unobligated balance of Fede funds (line d minus g	
Recipient Share:	
i. Total recipient share required	
j. Recipient share of expenditu	
k. Remaining recipient share to provided (line i minus	
Program Income:	
l. Total Federal program income earned	
m. Program income expended in accordance with the deduction alternative	
n. Program income expended in accordance with the addition alternative	
o. Unexpended program income (line l minus line m or line n)	

11. Indirect Expense	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
				g. Totals:			

12. *Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:*

13. **Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

a. Typed or Printed Name and Title of Authorized Certifying Official	c. Telephone (Area code, number and extension)
	d. Email address
b. Signature of Authorized Certifying Official	e. Date Report Submitted (Month, Day, Year)

Standard Form 425 - Revised 6/29/2010
OMB Approval Number: 0348-0061
Expiration Date: 10/31/2011

Paperwork Burden Statement
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0061), Washington, DC 20503.

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DEPARTMENT OF HEALTH AND HUMAN SERVICES

Opportunity to Comment-
Simplification of Federal Grant Programs

Opportunity to Comment - Simplification of Federal Grant Programs

On November 20, 1999, the President signed into law the Federal Financial Assistance Management Improvement Act (Public Law 106-107) whose purposes are to improve the delivery of services to the public and the effectiveness and performance of Federal grant programs. Federal agencies are working with the Office of Management of Budget (OMB) to: develop uniform administrative rules and common application and reporting systems; replace paper with electronic processing in administration of grant programs; and identify statutory impediments to gran[illegible] simplificati[illegible] Consu[illegible]ion wi[illegible] the recipient c[illegible]mmunity is an important part of the [illegible]rant pro[illegible]ram [illegible]simplifi[illegible]tion e[illegible]fo[illegible]. We w[illegible]lcome ideas t[illegible]make it easier for State, local, and triba[illegible] governm[illegible]nts [illegible]nprofit [illegible]rgani[illegible]tion[illegible] to apply for an[illegible] report on Federal grants. Pleas[illegible] send yo[illegible] co[illegible]ments [illegible]ia e[illegible]ail to: [illegible]10[illegible]07@ost.dot.g[illegible]v. Be sure to include the name of t[illegible]e orga[illegible]izatio[illegible] you rep[illegible]s[illegible]t. We wa[illegible]t to know which processes in the grants life cycle need streamlining and improvement, and your suggestions for achieving improvements. We need to know what is most important to you, in terms of grant simplification. Finally, we want you to identify the specific grant program(s) that you find to be most burdensome, with some detail about why they are burdensome, individually or collectively, because we need to focus our efforts on those programs that are in the greatest need of review and streamlining. Your input is valued, and is part of the larger process of achieving the goals of Public Law 106-107, namely, simplification of Federal grant programs for the benefit of our recipients. Please note there will not be any individual response to the input. However, we intend to periodically provide summary information relating to implementation of the law on this web page. Thank you for your participation.

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Backgr

Each year, the Federal Government provides over $400 billion–one-sixth of the Federal budget–in grants to non-Federal entities (States, local and tribal governments, colleges and universities, and other non-profit organizations). Audits are a primary tool used by the Federal government to ensure that these funds are expended properly.

Basic Requirements

All non-Federal entities that expend $500,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations," the OMB Circular A-133 Compliance Supplement and *Government Auditing Standards*.

Entities expending less than $500,000 in a year are exempt from Federal audit requirements, but must make records available for review or audit by Federal agencies or pass-through entities (non-Federal entities from whom they receive Federal funds), if requested.

What is a Single Audit?

Most non-Federal entities annually prepare financial statements and have them audited. A single audit combines the annual financial statement audit with additional audit coverage of Federal funds. The single audit is intended to meet the basic audit needs of both the non-Federal entity and Federal awarding agencies. Any additional auditing by the Federal government shall build upon work performed by other auditors.

Your Primary Responsibilities

In addition to your responsibility to administer Federal awards in compliance with Federal requirements, you have a key role to play in the single audit process:

- *Identifying Federal awards received and expended.*

You are required to account for Federal funds received and expended by individual award. This information is usually provided in grant award documents. Check with the awarding agency if you have any questions.

- *Preparing financial statements and a Schedule of Expenditures of Federal Awards (SEFA).*

Most non-Federal entities prepare annual financial statements for their own purposes and are familiar with the process. Your auditor can usually answer any questions on financial statement preparation.

OMB Circular A-133 [illegible] mum content requirements for the S[illegible]FA. Questions [illegible]n the preparation of the SEF[illegible] can be addres[illegible]d to your auditor, Federal awardi[illegible]agency, or [illegible]ss-through entity.

- *Obtaining the audit[illegible] completed.*

OMB Circular A-133 requires [illegible]at Fed[illegible]al administrative rules be follo[illegible]n pro[illegible]ring audit services, which can be [illegible]nd on [illegible]s website. Factors to consider in evaluating proposals for audit services include respons[illegible]s to the request for proposal, availability of staff [illegible]fessional qualifications and relevant ex[illegible]erienc[illegible]sults of quality reviews and price.

The Mid-America Intergovernmental Audit Forum (www.auditforum.org) [illegible]amphlet, *Choosing an External Auditor*, t[illegible]assist [illegible]on-Federal entities in the procurement of au[illegible]t serv[illegible]es.

The Government Accountability Office's website (www.gao.gov) also contains a pamphl[illegible] *How to Avoid a Substandard Audit: Suggestions [illegible]or Procuring an Audit. Government Auditing Standa[illegible]*, the standards auditors must follow in condu[illegible]ng the audit, are also available at this site.

- *Submitting the audit reporting package and Data Collection Form (form SF-SAC) to the Federal Audit Clearinghouse (FAC) and pass-through entities*

The reporting package includes your financial statements and SEFA, the auditor's reports, including a schedule of findings and questioned costs, and, if applicable, your corrective action plan and a summary schedule of prior audit findings.

You and your auditor jointly prepare form SF-SAC. You are encouraged to prepare the SF-SAC using the online option at the FAC website (harvester.census.gov/fac). Blank forms can be downloaded from the FAC's website and hard copies are also available on request.

It is your responsibility to submit the SF-SAC together with the appropriate number (per the SF-SAC instructions) of reporting packages to the FAC within 30 days of the receipt of the auditor's reports, but no later than 9 months after the end of your fiscal year. The FAC distributes the reporting package to Federal agencies and maintains an archival copy. Information from the form SF-SAC is captured by the FAC in an electronic database, which is publicly accessible via its website.

For more information concerning submissions to the FAC, contact the FAC at govs.fac@census.gov or toll-free at 1-888-222-9907.

If you are a subrecipient receiving Federal funds from a pass-through entity, you are also required to submit either a copy of the reporting package, or a notification that the audit was completed, to each pass-through entity that provides you with Federal funding. Contact your pass-through entity (ies) for questions concerning submissions to them.

- *Taking corrective action on audit findings.*

You are required to prepare a corrective action plan that addresses each audit finding. The affected Federal awarding agency(ies) or pass-through entity(ies) should contact you on the acceptability of your plan or alternative actions it expects you to take. You are responsible for taking those actions.

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A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376

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c. **Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

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Item 16

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013
Prepared By: Joe Arriaga **Phone #:** 854-7562
Division Director/Manager: Anna Bowlin, Division Director, Development Services and Long Range Planning AB

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a plat vacation: Las Terrazas - Final Plat (Las Terrazas - Subdivision Final Plat - 11 Lots - Bob Wire Road) - No ETJ in Precinct 3.

BACKGROUND/SUMMARY OF REQUEST:
The current owner wishes to vacate the entire recorded subdivision, which consists of eleven total lots. The effect of plat vacation will revert the subdivision back to raw land. This subdivision was approved by the court on January 31, 2008. The original developer has sold the entire subdivision and was required to post the fiscal for the construction of the private street. The original developer (previous owner) is seeking the return of the fiscal in the amount of $254,367.00. The current owner has given permission to the original developer to process the vacation and does not want the land divided into lots and therefore requests the plat vacation.

STAFF RECOMMENDATIONS:
As this plat vacation meets all Travis County standards, TNR staff recommends approval.

ISSUES AND OPPORTUNITIES:
Notification

A public notice sign will be posted on the subject property to announce the date, time, and location of the public hearing. Staff received three calls from adjacent property owners who inquired about the request. Staff explained that the applicant was proposing to vacate the recorded plat resulting in the property reverting back to raw land; as a result the residents did not expressed any further opposition.

FISCAL IMPACT AND SOURCE OF FUNDING:
N/A

ATTACHMENTS/EXHIBITS:

Vacation Document
Precinct map
Location map
Existing final plat

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

SM:AB:ja
1101 - Development Services Long Range Planning - Las Terrazas Total Vacation

STATE OF TEXAS

COUNTY OF TRAVIS

Before me, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Owner 1 Name, known to me to be the person whose name is subscribed to in the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in capacity therein stated.

Given under my hand and seal of office, this the 30 day of November, 20 12.

Virginia Jellison
Notary Public in and for the State of Texas

My Commission Expires: January 22, 2015

VIRGINIA JELLISON
Notary Public, State of Texas
My Commission Expires
JANUARY 22, 2015

(Repeat Owner Signature Block and Notary Blocks as Required)

STATE OF TEXAS

COUNTY OF TRAVIS

On _____, 20 _____, the Travis County Commissioners Court approved the partial cancellation of the subdivision known as _____, as described above.

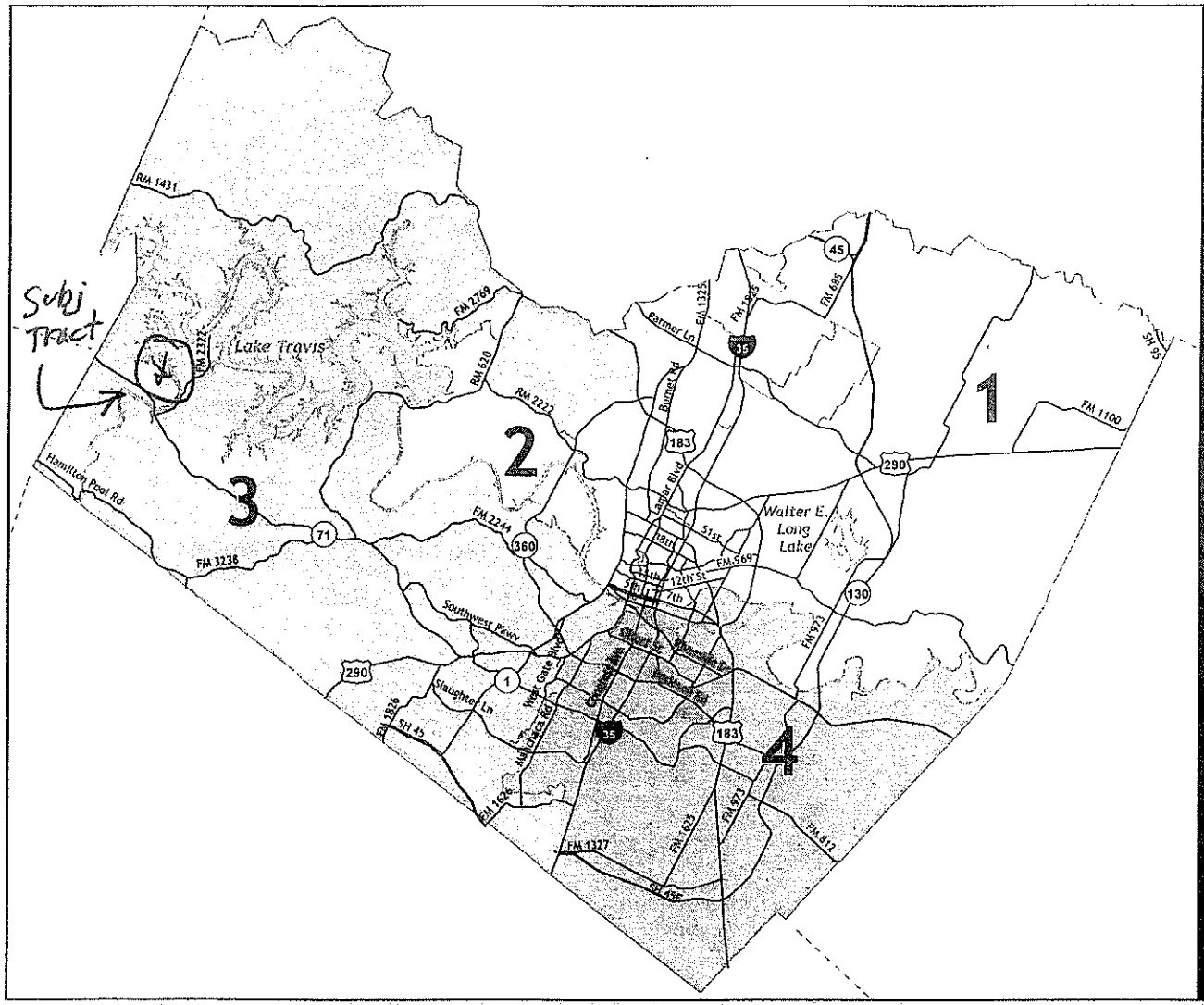
EXECUTED, this _____ day of _____, 20 _____.

Dana Debeauvoir, County Clerk
Travis County, Texas

By: _____
Deputy

Return to:
Travis County TNR
Attention: Joe L. Arriaga
P.O. Box 1748
Austin, TX 78767

203774-1



2011 Commissioner Precincts

Precinct 1: Ron Davis
314 W. 11th St. #510
Austin, TX 78701
Phone: (512) 854-9111
Fax: (512) 854-4897

Precinct 2: Sarah Eckhardt
314 W. 11th St. #530
Austin, TX 78701
Phone: (512) 854-9222
Fax: (512) 854-9515

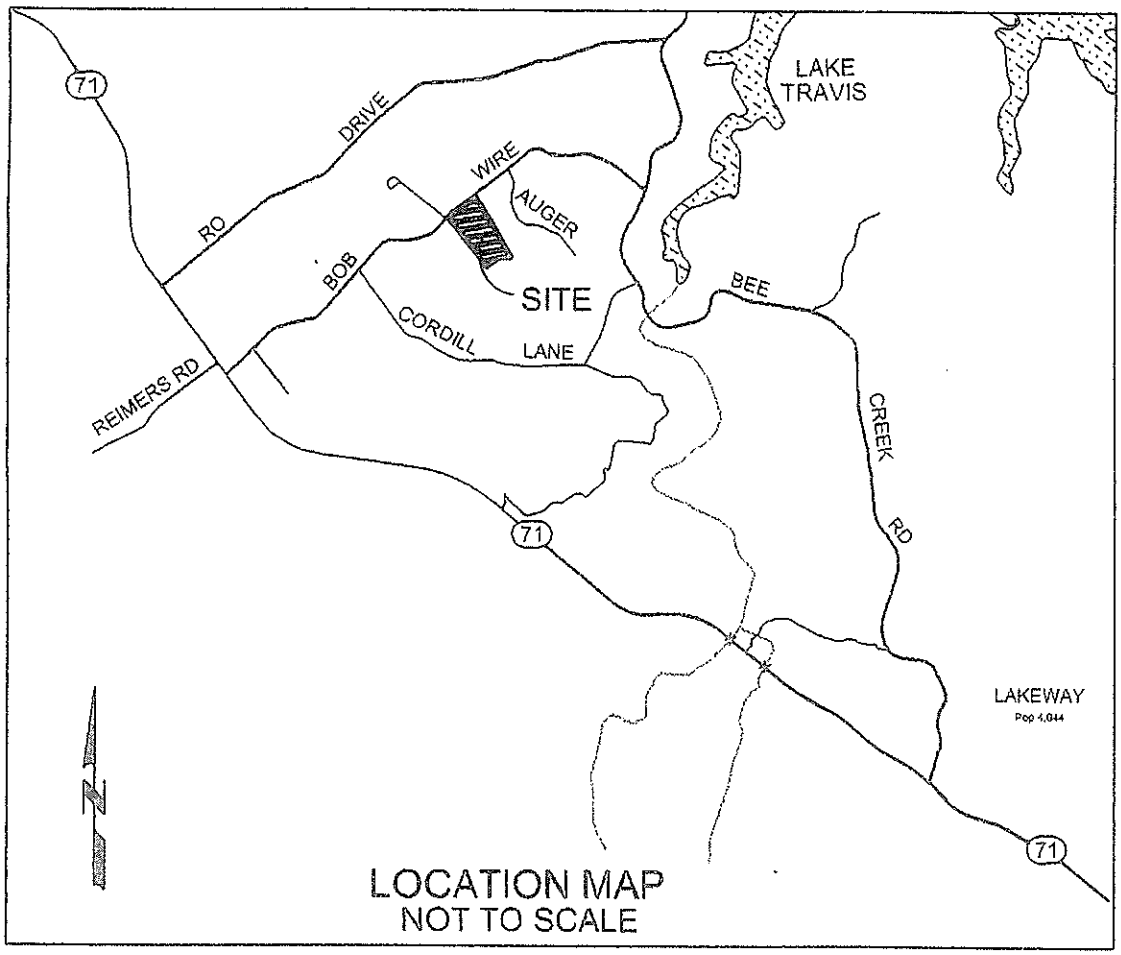
Precinct 3: Karen Huber
314 W. 11th St. #500
Austin, TX 78701
Phone: (512) 854-9333
Fax: (512) 854-9376

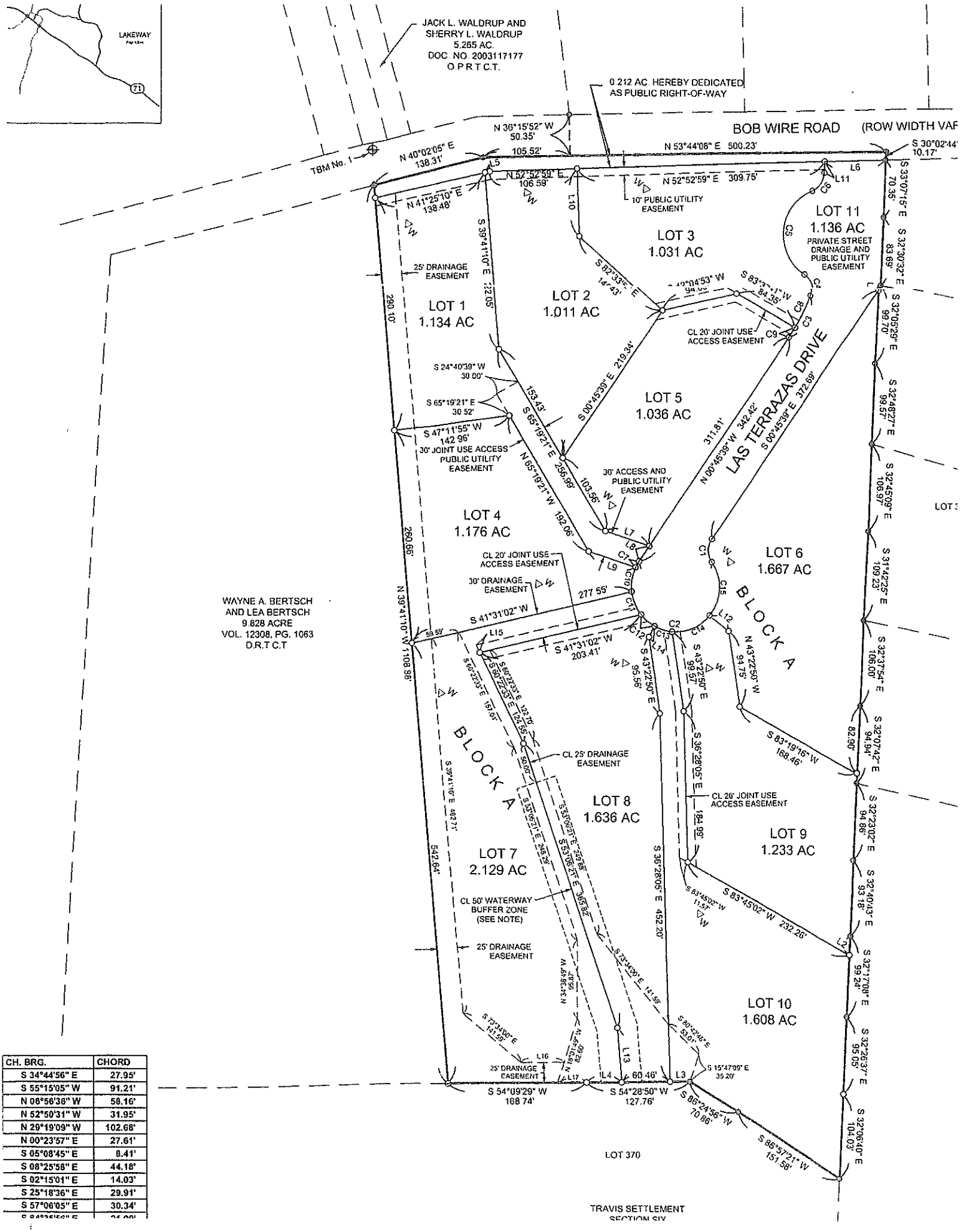
Precinct 4: Margaret Gomez
314 W. 11th St. #525
Austin, TX 78701
Phone: (512) 854-9444
Fax: (512) 854-9535

Travis County
Transportation &
Natural Resources

Travis County Commissioner Precincts

February 29, 2012


71
DRIVE
RO
WIRE
AUGER
BOB
SITE
CORDILL
LANE
REIMERS RD
LAKE
TRAVIS
BEE
CREEK
RD
71
LAKEWAY
Pop 4,044
71
N
LOCATION MAP
NOT TO SCALE



CH. BRG.	CHORD
S 34°44'56" E	27.95'
S 55°15'05" W	91.21'
N 08°56'38" W	58.16'
N 52°50'31" W	31.95'
N 29°19'09" W	102.68'
N 00°23'57" E	27.61'
S 05°08'45" E	8.41'
S 08°25'58" E	44.18'
S 02°15'01" E	14.03'
S 25°18'36" E	29.91'
S 57°06'05" E	30.34'
S 84°35'56" E	21.99'

Item 17

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013
Prepared By: Kurt Nielsen **Phone #:** 854-7218
Division Director/Manager: Charles Bergh
Department Head/Title: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE:
Consider and take appropriate action on the following requests:
A) A proposed motion to authorize fees at the new facilities located at Northeast Metro Park;
B) A proposed motion to make a change to the policy regarding refunds of facility rentals; and
C) A proposed motion allowing Youth Baseball Organizations to charge a spectator fee of up to $5 per spectator at Travis County's Metro Park Baseball Complexes during their 2013 tournament weekends.

BACKGROUND/SUMMARY OF REQUEST:
A) Included in the newly constructed skate park at Northeast Metro Park are two (2) new group shelters and two (2) concession pads with electrical service.

We propose adding the two (2) shelters to our current fee schedule as X-Large Shelters at a cost of $75 per day with a $50 refundable deposit and a $10 reservation fee.

We propose to rent the concession pads to potential vendors for $20 per day on weekdays and $40 per day on weekends and Holidays with a $50 refundable deposit and a $10 reservation fee.

See revised fee schedule: Attachment A

B) We are proposing to make a change to our policy regarding the refund of athletic field and facility rentals fees. Currently, if someone cancels a shelter or pavilion rental less than twelve (12) days before the event they lose their reservation fee, only ($10), but not the deposit ($50 for shelters/concessions and $100 for pavilions). We propose that if the cancellation is not made more than twelve (12) days prior to the event they would lose their reservation fee and their deposit. We have also added language to clarify the policy.

See revised policy: Attachment B

C) The Sam Bass Youth Baseball Organization is the primary customer at our Northeast Metro Park Baseball Complex. They provide opportunities for youth in the Pflugerville area to play recreational baseball. They have between 250 - 300 youth playing in their baseball recreation league each year. The cost is between $80 and $130 per participant for a 12 to 16 game season. Much of the cost of their recreational baseball program is subsidized by their select baseball league tournaments.

The Sam Bass Youth Baseball Organization has requested permission to charge a $4 spectator fee for people 16 years of age and older during their tournament weekends at Northeast Metro Park (see attached request). They contend that in order to compete with other youth baseball organizations in the area they need to keep their tournament entry fees competitive. Other organizations having tournaments in the Pflugerville area at the Round Rock, Taylor, and Williamson County baseball complexes are able to charge spectator fees. This allows them to lower their tournament entry fees and potentially draw more teams.

In order to be equitable to other users we propose extending the authorization to our users at the Southeast and East Metro baseball complexes. The authorization would be given to organizations requesting permission to charge a spectator fee at baseball tournament events. Any general park use (walkers, joggers, etc.) would be allowed to pass through the area at no charge.

We are requesting this authorization be in effect through the 2013 calender year as a pilot program. If the program is successful, we will consider returning to Commissioners' Court to make this part of our athletic field rental policies.

See request: Attachment C

STAFF RECOMMENDATIONS:

Staff recommends approval of these motions.

ISSUES AND OPPORTUNITIES:

A) Adding the new Northeast Metro facilities to our fee schedule will enable the public to utilize these amenities for group gatherings and concession opportunities.

B) The revisions to our Refund Policy will reduce last minute cancellations of our facilities and clarify the policy.

C) This is an opportunity to continue to support the youth baseball organizations that utilize Travis County's baseball fields in their efforts to provide opportunities for

youth and raise funds. This will allow these organizations to lower their tournament entry fees and optimistically draw more teams.

FISCAL IMPACT AND SOURCE OF FUNDING:

A) We estimate approximately $2,000 to $2,500 per year in revenue from the new shelters and concession pads at Northeast Metro Park.

B) Discouraging last minute cancellations of our shelter and pavilions should increase our rental revenues, however is difficult to quantify.

C) We expect an increase in baseball field use and subsequently increased rental revenue. If the pilot program is succesful this year we may propose a new fee to groups requesting authorization to charge spectator fees.

EXHIBITS/ATTACHMENTS:

Attachment A (Revised Fee Schedule)
Attachment B (Revised Refund Policy)
Attachment C (Request Letter)

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Charles Bergh	Park Director	TNR	854-9408
John Hille	County Attorney	County Attorney	854-9642

CC:

Robert Armistead	Park Division Manager	TNR	854-9831
Tim Speyrer	Park Supervisor II	TNR	989-8706
Tanya Thornhill	Park Supervisor II	TNR	247-7937
Robert Davis	Park Supervisor II	TNR	278-9966

: :
0701 - Parks Planning-

TRANSPORTATION AND NATURAL RESOURCES
FY2010 FEE SCHEDULE
Updated 12/8/09

DESCRIPTION	FEE CHARGE	PROPOSED FEE
PARK FEES		
Day Use	$10 per vehicle	No Change
Day Use at Hippie Hollow Park	$12 per vehicle	No Change
Pedestrian/Bicyclist	$3 per ped / bicy	No Change
Pedestrian/Bicyclist at Hippie Hollow Park	$5 per ped / bicy	No Change
Primitive Camping aka Day/Night Combo	$15 per vehicle	No Change
Improved Camping *(plus $10.00 reservation fee)*	$20 per vehicle	No Change
Trailer Parking Fee *(No charge to Lone Star Seniors and Veterans)*	$2 per trailer, per day	No Change
Annual Day Use Permit (+ $2.00 per vehicle at Hippie Hollow)	$100 per vehicle	No Change
Duplicate Annual Permit (+ $2.00 per vehicle at Hippie Hollow)	$50 per vehicle	No Change
Pedestrian/Bicycle Annual (+ $2.00 per ped/bicy at Hippie Hollow)	$25 per ped / bicy	No Change
Annual Trailer Parking Permit	$30 per trailer	No Change
Lone Star Pass for Day Use (Senior Citizens)	No Charge for age 62 or older	No Change
Overnight Camping for Lone Star/Annual Permit Holders	$7 per night	No Change
Lone Star Veteran Pass for Day Use	No Charge to U.S. Veteran w/ 60% service related disability	No Change
Camping for Lone Star Veterans	No Charge to U.S. Veteran w/ 60% service related disability	No Change
ATHLETIC FIELDS (BASIC)		
Del Valle, East Metro, Moya, Northeast Metro, Southeast Metro, Webberville:		
Reservation Fee - Groups (General) Monday thru Thursday	$5 per field, per hour	No Change
Reservation Fee - Groups (Non-Profit Youth) Monday thru Thursday	$5 per field, per hour	No Change
Field Usage - Groups (General)	$5 per field, per hour	No Change
Field Usage - Groups (Non-Profit Youth)	No Charge	No Change
LIGHTS ($5.00 per 15 minute increments)		
Del Valle, East Metro, Moya, Northeast Metro, Southeast Metro, Webberville:		
Baseball/Softball		
Groups (General)	$20 per field, per hour	No Change
Groups (Non-Profit Youth)	$20 per field, per hour	No Change
LIGHTS ($7.50 per 15 minute increments)		
Soccer		
Groups (General)	$30 per field, per hour	No Change
Groups (Non-Profit Youth)	$30 per field, per hour	No Change
TOURNAMENT/SPECIAL EVENTS (Maintenance Surcharge)		
Del Valle, East Metro, Moya, Northeast Metro, Southeast Metro, Webberville:		
Groups (General)	$5 per field, per hour	No Change
Groups (Non-Profit Youth)	$5 per field, per hour	No Change
FIELD PREPARATION (SET-UP ONLY)		
Del Valle, East Metro, Moya, Northeast Metro, Southeast Metro, Webberville:		

TRANSPORTATION AND NATURAL RESOURCES
FY2010 FEE SCHEDULE
Updated 12/8/09

DESCRIPTION	FEE CHARGE	PROPOSED FEE
PARK FEES (continued)		
SHELTER/PAVILION RENTAL		
Ben E. Fisher, Del Valle, Moya, Northeast Metro, Southeast Metro, Webberville. ***Rental plus $10.00 non-refundable reservation fee.*** *The fees apply Friday, Saturday, Sunday, & Holidays only.*		
Small w/electricity	$30 per day	No Change
Large w/electricity	$50 per day	No Change
X-Large w/electricity (add new Northeast Metro Shelters east & west)	$75 per day	No Change
Deposit (Refundable)	$50 per shelter, per day	No Change
BASKETBALL SHELTER RENTAL - EAST METRO PARK		
Rental plus $10.00 non-refundable reservation fee		
X-Large w/electricity	$75 per day	No Change
Deposit (Refundable)	$50 per shelter, per day	No Change
COMMUNITY PAVILION CENTER - EAST METRO PARK		
Rental plus $10.00 non-refundable reservation fee.		
Deposit (Refundable)		
Groups (General & Non-Profit Youth)	$100 per day	No Change
Daily/Hourly Rate (2 hour minimum required)	$300 per day	No Change
Groups (General & Non-Profit Youth)	$35 per hour/2 hr	No Change
PAVILION AT BOB WENTZ PARK		
Rental plus $10.00 non-refundable reservation fee		
Rental - Hourly Use (4 hour minimum required)	$10 per hour, 4hr min	No Change
Deposit (Refundable)	$100 per day	No Change
CONCESSION BUILDING AT MANSFIELD DAM PARK		
Rental plus $10.00 non-refundable reservation fee		
Rental - Hourly Use (4 hour minimum required)	$10 per hour, 4hr min	No Change
Deposit (Refundable)	$100 per day	No Change
CONCESSION BUILDING RENTAL		
Basic Concession Building		
Del Valle, Moya, Webberville (ball fields): ***Rental plus $10.00 non-refundable reservation fee.***		
Groups (General)	$100 per building, per day	No Change
Groups (Non-Profit Youth)	$35 per building, per day	No Change
Deposit (Refundable)	No Charge	No Change
Improved (Enhanced) Concession Building		
East Metro, Northeast Metro, Southeast Metro, Webberville (soccer fields): ***Rental plus $10.00 non-refundable reservation fee.***		
Groups (General)	$150 per building, per day	No Change
Groups (Non-Profit Youth)	$50 per building, per day	No Change
Deposit (Refundable)	No Charge	$50 per day
Improved Concession with Shelter		
East Metro, Northeast Metro, Southeast Metro:		
Rental plus $10.00 non-refundable reservation fee.		
Groups (General)	$200 per building, per day	No Change
Groups (Non-Profit Youth)	$125 per building, per day	No Change
Deposit (Refundable)	$50 per shelter, per day	No Change
CONCESSION PADS (NORTH & SOUTH) ***with electrical service*** *Northeast Metro (Skate Park):* **Rental plus $10.00 non-refundable reservation fee.**	New facility at Northeast Metro	
Rental Weekdays (all groups)	new facility	$20 per pad/per day
Rental Weekends & Holidays (all groups)	new facility	$40 per pad/per day
Deposit (Refundable) (all groups)	new facility	$50 per pad/per day

Policy for Refund of Athletic Field and Facility Rentals

- Travis County Parks must receive a cancellation request twelve (12) business days *(Monday thru Friday)* in advance of the scheduled event date in order for the renter to receive a full refund, which will include all fees except the non-refundable reservation fee.

- If a renter fails to cancel his/her reservation twelve (12) business days *(Monday thru Friday)* prior to the rental date, he/she will forfeit all reservation fees *and deposits.*

- Athletic Field light fees, field preparation fees, and other use fees *(not to include reservation fees)* are eligible for refund if cancellation is made ~~four (4) business days~~ prior to the event. *If written cancellation is not made prior to the event through the Parks Reservation Office, use of the facility will be assumed.*

- Renters may make changes (if no schedule conflict exists) to their athletic field reservation (alterations of the hours reserved) provided that it is done four (4) business days *(Monday thru Friday)* prior to the event. *Reservations cannot be reduced to less than four (4) hours per field.*

- All fees are due to the Parks Office four (4) business days *(Monday thru Friday)* prior to the rental date.

- All fees will be refunded in the case of rainouts. All rainouts are determined by park staff.

Date: January 22, 2013

Requesting Party: Sam Bass Youth Baseball

Requesting to: Travis County Parks and Recreation

Subject: Travis County Parks and Recreation Proposed Gate Fee Use

Historically Sam Bass has no been allowed to charge a spectator gate fee at the North East Travis County complex, due to this the ability to compete in the market for tournaments has been difficult. In order to compete in the market (which will require the reduction of entry fees for tournaments) Sam Bass Baseball is proposing a $4 per spectator gate fee charge for people 16 years of age and older on tournament weekends only (league weekends will remain free admission). This fee will help offset the increase cost for field rentals during tournaments. Sam Bass agrees to charge "baseball tournament" spectators only this $4 fee.

Any general use (walking, jogging etc.) parties utilize the sidewalks or pathways into or out of the baseball area they will be allowed to pass through at no charge.

We are confident that our ability to regain some market share in the area by approving this measure. We are also very thankful to the commissioners and staff of Travis County for their continued support of the league and other youth of this area.

Sincerely

Darrell Fletcher

President

Sam Bass Youth Baseball

Item 19

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013
Prepared By/Phone Number: Yolanda Reyes, (512)854-9106
Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on budget amendments, transfers and discussion items.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: Please see attached documentation.

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation

FISCAL IMPACT AND SOURCE OF FUNDING: Please see attached documentation.

REQUIRED AUTHORIZATIONS:

Leslie Browder – Planning and Budget Office, (512)854-9106
Leroy Nellis – Planning and Budget Office, (512)854-9106
Jessica Rio – Planning and Budget Office, (512)854-9106
County Judge's Office, (512)854-9555

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

BUDGET AMENDMENTS AND TRANSFERS
FY 2013

2/26/2013

Please do not place on consent.

NEW BUDGET

BA#	INTERNAL ORDER/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
N1	600382	0149	158044	422065	HHS	After School Youth Enrich Serv	$22,352.00		1
	600382	0149	158044	503080	HHS	Stipend - Volunteers	$15,000.00		
	600382	0149	158044	510220	HHS	Office Supplies	$5,788.00		
	600382	0149	158044	511890	HHS	Other Consulting Serv.	$1,564.00		

AMENDMENTS

BA#	INTERNAL ORDER/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1		4030	198000	580010	Resv.	Fund 4030 Allocated Resv.		$100,694.00	4
		4030	114011	522020	FMD	Cap.Outlay Mtrl-Buildings	100,694.00		
A2		4034	198000	580010	Resv.	Fund 4034 Allocated Resv.		41,994.00	4
		4034	114011	522020	FMD	Cap.Outlay Mtrl-Buildings	41,994.00		
A3		4056	198000	580010	Resv.	Fund 4056 Allocated Resv.		863,635.00	4
		4056	114011	522020	FMD	Cap.Outlay Mtrl-Buildings	549,407.00		
		4056	114011	510210	FMD	Office Furniture	198,228.00		
		4056	114011	522020	FMD	Cap.Outlay Mtrl-Buildings	116,000.00		
A4		0001	198000	580070	Resv.	CAR Reserves		35,142.00	4
		0001	114800	510210	FMD	Furniture	35,142.00		
A5		4059	198000	580010	Resv.	Fund 4059 Allocated Reserves		142,659.00	4
		4059	149020	522040	TNR	Cap.Outlay Mtrl-Infras/Impvt	142,659.00		
A6		4063	198000	580010	Resv.	Fund 4063 Allocated Reserves		513,635.00	4
		4063	149020	522040	TNR	Cap.Outlay Mtrl-Infras/Impvt	513,635.00		
A7		4068	198000	580010	Resv.	Fund 4068 Allocated Reserves		562,817.00	4
		4068	149020	522040	TNR	Cap.Outlay Mtrl-Infras/Impvt	562,817.00		
A8		4072	198000	580010	Resv.	Fund 4072 Allocated Reserves		300,000.00	4
		4072	149020	522040	TNR	Cap.Outlay Mtrl-Infras/Impvt	300,000.00		

DISCUSSION

D1 **Create the following positions related to Conference of Urban Counties Techshare Project:** **14**

- *** Business Analyst III in Criminal Courts**
- *** Business Analyst I in Criminal Courts**
- *** Program Manager I in County Clerk**
- *** Court Clerk I in District Clerk**
- *** Business Analyst II in District Clerk**

All positions are requested to be added to the General Fund except the Business Analyst II position in the District Clerk's Office which would be funded in the District Clerk's Records Management Fund (0127)

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

314 W. 11th Street
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Assistant Budget Director

DATE: January 15, 2013

RE: Establishing New Budget for Revenue Received by Health and Human Services (HHS) related to the Provision of After School Care by the Texas AgriLife Extension Service through New Interlocal Agreements

Pursuant to the FY 2013 Budget Rules, PBO is submitting these new revenue budget adjustments for Commissioners Court approval. This budget adjustment totals $22,352 and establishes new budget in new Special Fund 0149, After School Youth Enrichment Services, making it necessary for them to be brought to Commissioners Court for specific approval.

A previous new budget adjustment for this same purpose was approved by Commissioners Court in January 2013. Court can expect to see several more of these revenue certification "new" budget adjustments for this special fund this fiscal year. PBO expects that this revenue will be certified during the FY 14 budget process for next fiscal year.

The memo from the County Auditor certifying the revenue is attached. PBO recommends approval of this new revenue budget adjustment.

cc: Leslie Browder, Jessica Rio, Leroy Nellis, Travis Gatlin, PBO
Sherri Fleming, Kathleen Haas, John Bradshaw, Lydia Domaruk, Elida Urtado, Dolores Sandman, Vanessa Rodriguez, HHS
Paul Lyon, Daniel Wilson, County Auditor's Office

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR

TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

#_____

To: Leslie Browder
County Executive, Planning and Budget

From: Nicki Riley
County Auditor

Subject: Certification of Revenue – After School Youth Enrichment Services – 4-H Capital Project

Date: February 13, 2013

I hereby certify $22,352 as additional revenue to be used by the Travis County Health and Human Services and Veterans Service for After School Youth Enrichment Services through the Travis County 4-H Capital Project.

The funds should be allocated as follows:

Fund	Fund Center	Account	Account Description	Amount
0149	1580440149	422065	After School Youth Enrich Serv	$22,352.00

If you have any questions, please call.

NR/dw

cc: Paul S. Lyon, First Assistant County Auditor
Patti Smith, Chief Assistant County Auditor
Hannah York, Auditor Financial Analyst
Tracy LeBlanc, Financial Analyst – Revenues
Jessica Rio, Budget Director, PBO
Sherri E. Fleming, County Executive, TCHHSVS
John Bradshaw, Contract Compliance Specialist, TCHHSVS

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Header Information for Entry Doc Number 400001935

Doc. Number	400001935	Doc. Status	Preposted	FM Area	1000
Budget. Cate.	Payment	Doc.Year	2013	Doc.Date	Feb 14, 2013
Value Type	Budget	Version	0	Doc.Type	TRAN
Budget Type	6	Fiscal Year	2013	Year.Cash.Eff	
Process UI	BALA	Process	BALS	Original.Applic.	BWB

Doc.Family

Additionnal Data

Creator	BRADSHJ	Creation Date	Feb 19, 2013
Resp. Person		Year Cohort	

Creation Time 15:22:01

Public Law

Header Text

Legislation

TextName

Lines

Total Document $ 22,352 USD

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0149		1580440149	422065	1530	NOT-RELEVANT	600382	22,352	
000002	0149		1580440149	503080	1530	NOT-RELEVANT	600382	-15,000	
000003	0149		1580440149	510220	1530	NOT-RELEVANT	600382	-5,788	
000004	0149		1580440149	511890	1530	NOT-RELEVANT	600382	-1,564	

DAKarin 2/20/13

February 21, 2013

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PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

314 W. 11th Street
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Commissioners Court Travis R. Gatlin

FROM: Travis R. Gatlin, Assistant Budget Director

DATE: February 20, 2013

SUBJECT: Use of Existing Certificates of Obligation for FY 13 Capital Items

PBO annually provides the Court with a list of approved capital projects that are proposed to be included in the annual debt issuance that are eligible to be funded within available existing CO balances. This process, informally known as "scrubbing", involves the review of PBO's recommendations by the County Attorney's Office and the County Auditor's Office to ensure that the recommendations are appropriate. In years prior to Fiscal Year 2012, this exercise was conducted at the very end of the fiscal year (during the budget process) and was based on estimated balances in the allocated reserves of Certificates of Obligation rather than actual balances since the fiscal year had yet to close. Beginning in FY 2012, PBO has made these recommendations after the actual balances are known but before the Court has finalized its Certificate of Obligation project list in order to maximize the benefits of this process and to ensure accuracy.

The FY 13 Adopted Budget includes a proposed Certificates of Obligation issuance of $25,275,000. PBO's scrub related recommendations total $2,560,576. This includes using $2,525,434 from the Allocated Reserve of seven CO (Funds 4030, 4034, 4056, 4059, 4063, 4068 and 4072) and $35,142 from the CAR Allocated Reserve in order to reduce the final Certificates of Obligation amount. PBO has reviewed these recommendations with the County Attorney's Office and County Auditor's Office to ensure that the projects meet the specific legal and accounting requirements for the use of existing CO funds.

PBO identified that the 700 Lavaca Renovations and HMAC and Alternative Paving Program Projects can use existing CO balance funding. However, the amounts available in existing CO balances were not able to fully fund the approved FY 13 amounts for the two identified projects. Existing CO balances were able to fund $1,006,323, of the original budget of $1,041,465 for the 700 Lavaca Renovation Project. The balance of $35,142 has been recommended to be funded from the CAR Reserve rather than remain in the proposed FY 13 CO given the small size of the remaining project balance. Available balances within other existing CO balances were able to fund $1,519,111 of the original budget of $2,948,960 for the HMAC and Alternative Paying Program. The remaining project balance of $1,429,849 is recommended to remain within the approved projects for the FY 13 CO issuance. The table on the next page summarizes PBO recommendations by fund.

PBO's Scrub Recommendations			
Project	**Department**	**Amount**	**Fund**
700 Lavaca Renovations	FMD	$100,694	4030 (2000 CO)
700 Lavaca Renovations	FMD	$41,994	4034 (2001A CO)
700 Lavaca Renovations	FMD	$863,635	4056 (2008 CO)
700 Lavaca Renovations	FMD	$35,142	CAR Reserve (GF)
Subtotal for 700 Lavaca		**$1,041,465**	
HMAC and Alternative Paving Program	TNR	142,659	4059 (2009 CO)
HMAC and Alternative Paving Program	TNR	513,635	4063 (2010 CO)
HMAC and Alternative Paving Program	TNR	562,817	4068 (2011 CO)
HMAC and Alternative Paving Program	TNR	300,000	4072 (2012 CO)
Subtotal for HMAC and Alternative Paving Program		**$1,519,111**	
Total for Recommendations (700 Lavaca and HMAC)		**$2,560,576**	

PBO recommends approval of recommendations and associated budget adjustments that PBO has placed under our weekly Budget Amendments and Transfers Item. After approval of the amendments, the CAR Allocated Reserve will be reduced by $35,142, from $1,866,788 to $1,831,646. In addition, PBO is currently working with the Auditor's Office and departments regarding unspent Certificates of Obligation balances for the BEFIT Project. If savings are identified and approved by Commissioners Court then PBO would recommend an early scrub process for these resources and will recommend projects that could use these savings for the FY 14 budget process.

PBO will also bring forward on March 5, 2013, the list of approved projects proposed to be included in the FY 13 debt issuance. Based on the above actions and actions previously taken by the Commissioners Court that reduced the CO eligible portion of the Fire Fighting Aircraft, the FY 13 proposed Certificates of Obligation has been reduced by $2,725,000, from the Adopted Budget amount of $25,275,000 to a revised total of $22,555,000.

Please let me know if you have any questions.

cc: David Escamilla, County Attorney
John Hille, Tenley Aldredge, County Attorney's Office
Nicki Riley, County Auditor
Hannah York, Adrienne Yust, Sharon Martindale, County Auditor's Office
Leslie Browder, Jessica Rio, Diana Ramirez, PBO
Steven Manilla, Cynthia McDonald, Donna Williams-Jones, TNR
Roger El-Khoury, John Carr, Amy Draper, FMD

Header Information for Entry Doc Number 400001959

Doc. Number	400001959	Doc. Status	Preposted	FM Area	1000		
Budget. Cate.	Payment	Doc.Year	2013	Doc.Date	Feb 19, 2013		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	3	Fiscal Year	2013	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

		Creator	DRAPERA	Creation Date	Feb 20, 2013	Creation Time	08:45:00
		Resp. Person		Year Cohort		Public Law	

Header Text Fund reserve transfer for 700 Lavaca remodel

Legislation

TextName

Lines

Total Document 0 $ 100,694 USD

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	4030		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-100,694	Fund reserve transfer for 700 Lavaca remodel
000002	4030		1140110000	522020	1140	NOT-RELEVANT	600078	100,694	Fund reserve transfer for 700 Lavaca remodel

Feb 21, 2013

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Header Information for Entry Doc Number 400001971

Doc. Number	400001971	Doc. Status	Preposted	FM Area	1000		
Budget. Cate.	Payment	Doc.Year	2013	Doc.Date	Feb 19, 2013		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	3	Fiscal Year	2013	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

		Creator	DRAPERA	Creation Date	Feb 20, 2013	Creation Time	08:37:14
		Resp. Person		Year Cohort		Public Law	
Header Text	Fund reserve transfer for 700 Lavaca remodel			Legislation			
TextName							

Lines

Total Document 0 $41 994 USD

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	4034		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-41,994	Fund reserve transfer for 700 Lavaca remodel
000002	4034		1140110000	522020	1140	NOT-RELEVANT	600078	41,994	Fund reserve transfer for 700 Lavaca remodel

Feb 21, 2013

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Header Information for Entry Doc Number 400001972

Doc. Number	400001972	Doc. Status	Preposted	FM Area	1000		
Budget. Cate.	Payment	Doc.Year	2013	Doc.Date	Feb 19, 2013		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	3	Fiscal Year	2013	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

		Creator	DRAPERA	Creation Date	Feb 20, 2013	Creation Time	08:36:38
		Resp. Person		Year Cohort		Public Law	
Header Text	Fund reserve transfer for 700 Lavaca remodel/infra			Legislation			
TextName							

Lines

Total Document 0 $ 863 635 USD

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	4056		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-863,635	Fund reserve transfer for 700 Lavaca remodel/infra
000002	4056		1140110000	522020	1140	NOT-RELEVANT	600078	549,407	Fund reserve transfer for 700 Lavaca remodel
000003	4056		1140110000	510210	1140	NOT-RELEVANT	600078	198,228	Fund reserve transfer for 700 Lavaca remodel FFE
000004	4056		1140110000	522020	1140	NOT-RELEVANT	600076	116,000	Fund reserve transfer for 700 Lavaca infrastructur

Feb 21, 2013

Header Information for Entry Doc Number 400001973

Doc. Number	400001973	Doc. Status	Preposted	FM Area	1000		
Budget. Cate.	Payment	Doc.Year	2013	Doc.Date	Feb 19, 2013		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	1	Fiscal Year	2013	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

		Creator	DRAPERA	Creation Date	Feb 20, 2013	Creation Time	08:35:40
		Resp. Person		Year Cohort		Public Law	

Header Text Fund reserve transfer for 700 Lavaca remodel FFE

Legislation

TextName

Lines

Total Document 0 35,142 USD

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580070	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-35,142	Fund reserve transfer for 700 Lavaca remodel FFE
000002	0001		1148000001	510210	1140	NOT-RELEVANT	600243	35,142	Fund reserve transfer for 700 Lavaca remodel FFE

Feb 21, 2013

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Header Information for Entry Doc Number 400001982

Doc. Number	400001982	Doc. Status	Preposted	FM Area	1000		
Budget. Cate.	Payment	Doc.Year	2013	Doc.Date	Feb 14, 2013		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	3	Fiscal Year	2013	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

	Creator	WILLIAD	Creation Date	Feb 20, 2013	Creation Time 15:23:25
	Resp. Person	DONNA WILLIAMS JONES	Year Cohort		Public Law
Header Text	Allocate CO Scrub Bgt		Legislation		
TextName					

Lines

Total Document 0 142659 USD

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	4059		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-142,659	Allocate FY12 CO Scrub Budget to FY13 Overlay Prgm
000002	4059		1490200000	522040	1710	NOT-RELEVANT	600032	142,659	Receive FY12 CO Scrub Budget for FY13 Overlay Prgm

Feb 21, 2013

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Header Information for Entry Doc Number 400001983

Doc. Number	400001983	Doc. Status	Preposted	FM Area	1000		
Budget. Cate.	Payment	Doc.Year	2013	Doc.Date	Feb 14, 2013		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	3	Fiscal Year	2013	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

	Creator	WILLIAD	Creation Date	Feb 20, 2013	Creation Time 15:24:38
	Resp. Person	DONNA WILLIAMS JONES	Year Cohort		Public Law
Header Text	Allocate CO Scrub Bgt		Legislation		
TextName					

Lines

Total Document 0 513 635 USD

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	4063		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-513,635	Allocate FY12 CO Scrub Budget to FY13 Overlay Prgm
000002	4063		1490200000	522040	1710	NOT-RELEVANT	600032	513,635	Receive FY12 CO Scrub Budget for FY13 Overlay Prgm

Feb 21, 2013

Header Information for Entry Doc Number 400001984

Doc. Number	400001984	Doc. Status	Preposted	FM Area	1000		
Budget. Cate.	Payment	Doc.Year	2013	Doc.Date	Feb 14, 2013		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	3	Fiscal Year	2013	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

	Creator	WILLIAD	Creation Date	Feb 20, 2013	Creation Time 16:29:46
	Resp. Person	DONNA WILLIAMS JONES	Year Cohort		Public Law
Header Text	Allocate CO Scrub Bgt		Legislation		
TextName					

Lines

Total Document 0 562,817 USD

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	4068		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-562,817	Allocate FY12 CO Scrub Budget to FY13 Overlay Prgm
000002	4068		1490200000	522040	1710	NOT-RELEVANT	600032	562,817	Receive FY12 CO Scrub Budget for FY13 Overlay Prgm

Feb 21, 2013

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Header Information for Entry Doc Number 400001985

Doc. Number	400001985	Doc. Status	Preposted	FM Area	1000		
Budget. Cate.	Payment	Doc.Year	2013	Doc.Date	Feb 14, 2013		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	3	Fiscal Year	2013	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

	Creator	WILLIAD	Creation Date	Feb 20, 2013	Creation Time 15:26:41
	Resp. Person	DONNA WILLIAMS JONES	Year Cohort		Public Law
Header Text	Allocate CO Scrub Bgt		Legislation		
TextName					

Lines

Total Document 0 300 000 USD

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	4072		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-300,000	Allocate FY12 CO Scrub Budget to FY13 Overlay Prgm
000002	4072		1490200000	522040	1710	NOT-RELEVANT	600032	300,000	Receive FY12 CO Scrub Budget for FY13 Overlay Prgm

February 21, 2013

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PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca, Ste 1560
P.O. Box 1748
Austin, Texas 78767

February 19, 2013

To: Commissioners Court

From: Katie Petersen Gipson, Sr. Planning & Budget Analyst

Re: FY13 Staffing additions related to CUC TechShare Courts Project

On December 18, 2012, Commissioners Court approved moving forward with the Courts Module of the Conference of Urban Counties (CUC) TechShare Project. The Court previously approved the Prosecutor Module on August 14, 2012.

The CUC has completed a project schedule for the Courts' project. The schedule shows that significant human capital is required over the summer for needs analysis, training and gathering requirements for AMCAD, CUC's software developer. Unfortunately, the schedule does not align well with Travis County's established budget process. During the FY13 Budget process, the affected departments had not yet decided to join the project and therefore there were no staffing requests related to this project at that time.

The TechShare project is very expansive and will require much time and attention of current staff in order to complete the process of replacing the FACTS system. Offices and departments involved have indicated that they will require some backfill positions as well as new staff to handle the increase in detail and data that will be captured in the new system.

This memo is to remind the Commissioners Court what has been added in the past, what is being requested to add in FY13, and what is likely to be requested in FY14.

FY13 budgeted personnel related to the Integrated Justice System (IJS):

The IJS related expenses in the FY13 Adopted Budget included six additional staff to work on all IJS projects- one Project Manager in ITS as well as five Business Analysts in the following Offices: District Attorney; District Clerk, County Clerk, Criminal Courts Administration, and ITS at a total annual cost of$635,294. Please note that these positions were added not only to assist with one particular stage of the TechShare project, but to assist with all TechShare projects, as well as the implementation of the On Base Document Management System and other internal information technology needs of the Offices noted.

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On December 18, 2012, two additional positions were added to ITS to assist with the Courts module implementation. These positions included an Application Developer and Business Analyst and totaled $176,903 annually.

February, 2013 mid-year request by offices and departments for additional Courts' project staffing and PBO recommendation for funding:

Criminal Courts & County Clerk

As previously noted, the Criminal Courts and the County Clerk's Office each received a Business Analyst III position mid-year in FY 2012 which were made permanent in FY 2013 to assist with TechShare implementation.

Due to the magnitude of the project and the accelerated timeline the Criminal Courts is requesting an additional Business Analyst I positions and Business Analyst III position (fully annualized cost with benefits $172,926) and the County Clerk is requesting a Program Manager I position ($103,047). Both offices have identified internal funding for the FY 2013 costs but indicate additional funding would be required in FY 2014.

In both cases, these additional staff is proposed to allow the departments to efficiently manage the project. For the Criminal Courts one position would be tasked to work with the District and one with the County Courts to identify and map current processes, with the Business Analyst III providing technical support. In the case of the Clerk, the Program Manager would manage existing staff in identifying and mapping processes and the Business Analyst III position providing the technical support.

The Criminal Courts is working with the Auditor's office to apply funds received through a General Fund grant towards this project to provide the funding for FY 2013. This funding could also be used in FY 14 as a source of funding as well. The Criminal Courts has submitted their request for additional staff assuming that it is probable that they will fill within internal staff due to the accelerated timing. As such their request is greater than entry. If these grant funds are used to provide for the additional staff, PBO has no objection to using the grant funds in this way.

District Clerk

The District Clerk is requesting two backfill positions as well as overtime for a current Court Clerk to perform the duties of other Clerks while they work on the project. The requested positions include a Business Analyst II ($85,760) and a Court Clerk I ($45,435) and would cover current workload of other employees that would devote their work time to the TechShare project.

At this time the District Clerk's Office only has sufficient vacancy savings to cover the Court Clerk I position for the remainder of FY13. The overtime budget may supplemented with the Office's temporary employee budget to cover any overtime due to any other Court Clerks working on the project. The Business Analyst II position would need to be funded through the

District Clerk's Records Management Fund for the remainder of FY13. That position may require alternative funding (such as the General Fund) in FY14 if there are not sufficient ongoing resources in the Records Management Fund. PBO will work with the department to identify an appropriate funding source for next fiscal year.

If approved, the five new FTEs will add $407,169 to the FY14 Budget Targets of these three departments. The FY13 costs are difficult to estimate because we do not have firm start dates for the new hires. Approval of these positions now would ensure that this project takes the highest priority for Travis County as funding of these positions will come before all other budget requests, including any new state mandates, maintenance of current effort increases due to growth, and any other new programs to improve County services.

Expected additional staffing requests for FY14 Budget process

In addition, PBO asked the affected departments to inform the Commissioners Court of additional staffing requests that would likely be requested during the FY14 budget process. At this time PBO expects to receive a budget request from ITS for an additional Application Developer Analyst II ($91,142), a Business Analyst III in the District Attorney's Office ($96,896) as well as a Business Analyst III in the County Attorney's Office ($96,896) to support implementation of both Prosecutor and Courts module as well as the On Base DMS. It is also likely that Probate Court will come forward with request but the office does not yet know what positions will be appropriate. Please note that the amounts above are still an estimate and there may be additional requests beyond those currently known.

This memo has only dealt with the staffing costs of the CUC TechShare Program. During the FY14 budget process PBO will also be analyzing requests for the next year of implementation costs for the Courts and Prosecutor Module, license costs for the expansion of the On Base DMS system, associate hardware costs for these projects and well as the maintenance agreement for Tyler/Odyssey project in the Justice of the Peace offices. Attached is a spreadsheet documenting all funding for the Prosecutor, JP and Courts projects approved by Commissioners Court as of February 2013 and an estimate of future costs through fiscal year 2017.

If you have any questions, please contact me at 854-9346.

CC: Dana DeBeauvoir, Travis County Clerk,
Amalia Rodriguez-Mendoza, Travis County District Clerk
Roger Jefferies, County Executive for Justice & Public Safety
Leslie Browder, County Executive for Planning & Budget
Debra Hale, Travis County Criminal Courts
Tanya Watson, Travis County Criminal Courts
Mark Erwin, Travis County Criminal Courts
Susan Bell, Travis County Clerk's Office
Michelle Brinkman, Travis County District Clerk's Office
Robert Chappell, Travis County District Clerk's Office
Vicky Ashley, County Attorney's Office

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Rod Brown, ITS
Tanya Acevedo, ITS
Walter LaGrone, ITS
David Lampl, ITS
Randy Lott, ITS
Jessica Rio, PBO
Diana Ramirez, PBO

Conference on Urban Counties Integrated Justice System Projects*

	Funding Approved to Date				Estimated Costs with Added Staff					
	2011	2012	2013	Total (as of 2/26)	2013	2014	2015	2016	2017	Total funding w/ add'l staff
JP Tyler Odyssey										
CUC	$ -	$ 584,694	$ 1,341,794	$ 1,926,488	$ 1,341,794	$ -	$ -	$ -	$ -	$ 1,926,488
Infrastructure costs	$ -	$ -	$ 23,805	$ 23,805	$ 23,805	$ -	$ -	$ -	$ -	$ 23,805
New Staffing (all depts)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Maintenance	$ -	$ -	$ -	$ -	$ -	$ 248,145	$ 322,378	$ 335,200	$ 297,747	$ 1,203,470
Total	$ -	$ 584,694	$ 1,365,599	$ 1,950,293	$ 1,365,599	$ 248,145	$ 322,378	$ 335,200	$ 297,747	$ 3,153,763
Prosecutor										
CUC	$ 60,000	$ 55,394	$ 717,746	$ 833,140	$ 717,746	$ 879,164	$ -	$ -	$ -	$ 1,712,304
Infrastructure costs	$ -	$ -	$ -	$ -	$ -	$ 700,000	$ -	$ -	$ -	$ 700,000
New Staffing (all depts)	$ -	$ -	$ 635,294	$ 635,294	$ 635,294	$ 635,294	$ 635,294	$ 635,294	$ 635,294	$ 3,176,470
Maintenance	$ -	$ -	$ -	$ -	$ -	$ 194,000	$ 194,000	$ 194,000	$ 194,000	$ 776,000
Total	$ 60,000	$ 55,394	$ 1,353,040	$ 1,468,434	$ 1,353,040	$ 2,408,458	$ 829,294	$ 829,294	$ 829,294	$ 6,364,774
Courts										
CUC	$ 123,000	$ -	$ 1,146,096	$ 1,269,096	$ 1,146,096	$ 1,807,883	$ 3,930,528	$ 909,610	$ 790,050	$ 8,707,167
Infrastructure costs	$ -	$ -	$ -	$ -	$ -	$ 700,583	$ -	$ -	$ -	$ 700,583
New Staffing (all depts)	$ -	$ -	$ 117,935	$ 117,935	$ 401,520	$ 869,006	$ 869,006	$ 869,006	$ 869,006	$ 3,877,544
Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total	$ 123,000	$ -	$ 1,264,031	$ 1,387,031	$ 1,547,616	$ 3,377,472	$ 4,799,534	$ 1,778,616	$ 1,659,056	$ 13,285,294
Total all CUC IJS Projects	$ 183,000	$ 640,088	$ 3,982,670	$ 4,805,758	$ 4,266,255	$ 6,034,075	$ 5,951,206	$ 2,943,110	$ 2,786,097	$ 22,803,831

*All amounts for FY14-FY17 are still an estimate and subject to change. This spreadsheet does not include Juvenile Case Management system or any expansion of the Tyler Odyssey program into Constables' Offices

IJS Project costs if no Additional Staff are Added

Courts	2011	2012			2013	2014	2015	2016	2017	Total
CUC	$ 123,000	$ -			$ 1,146,096	$ 1,807,883	$ 3,930,528	$ 909,610	$ 790,050	$ 8,707,167
Infrastructure costs	$ -	$ -			$ -	$ 700,583	$ -	$ -	$ -	$ 700,583
New Staffing (all depts)	$ -	$ -			$ 117,935	$ 176,903	$ 176,903	$ 176,903	$ 176,903	$ 825,547
Maintenance	$ -	$ -			$ -	$ -	$ -	$ -	$ -	$ -
Total	$ 123,000	$ -			$ 1,264,031	$ 2,687,383	$ 4,109,446	$ 1,088,529	$ 968,970	$ 10,241,359
Total all CUC IJS Projects	$ 183,000	$ 640,088			$ 3,982,670	$ 5,343,986	$ 5,261,118	$ 2,253,023	$ 2,096,011	$ 19,759,896
									Difference	$ 3,043,935

Travis County Clerk Dana DeBeauvoir

(512) 854-9188
P.O. Box 149325, Austin, TX 78714-9325
www.traviscountyclerk.org

January 28, 2013

TO: Travis County Commissioners Court
Roger Jefferies, Executive Director of Criminal Justice Planning
Alan Miller, Budget Analyst for the Planning and Budget Office

FROM: Dana DeBeauvoir

RE: Request for Additional FY13 Resources for the Planning, Implementation, and Operation of the New CUC Project

The County Clerk's Office requests funding for additional FY13 resources to provide for the planning, implementation, and operation of the new CUC integrated justice system. Specifically, for this fiscal year we are asking for the immediate funding of a Court Services Program Manager (grade 24). The cost for this additional FTE with benefits is $84,891.

Why Are We Asking for a New Program Manager Instead of Funds for Backfill, Overtime, and New Front Line Positions?

Based on a recent review by the CUC, initial training and development of this project is scheduled to begin ahead of schedule in mid-March of this year. According to the strategy that was outlined to us, intensive, high level training and decision making functions will begin immediately and continue on into the next fiscal year.

We learned a lot from the implementation of FACTS, and we plan to use a more efficient and sustainable method for participating in the front end design and long term operation of this new system. One of the lessons we painfully became educated on is that the strategy of relying heavily on a backfill process where front line specialized employees are taken away indefinitely to provide expertise to developers and then eventually reclassified into new slots back in our department as "system experts" is a flawed concept – at least for our particular operation.

Our plan is to request that two appropriately skilled and experienced individuals from our office begin this process from the start - a high level program manager and a high level technical expert. Then when specific areas of front line expertise are needed, the program manager can pull certain employees in for small periods of time.

Within the past year, the Court provided us with the technical expert for this project, and we are asking now for the program manager position. Our goal, based on the information we have at this time, is to internally cover backfill and overtime costs for the extra time spent by front line employees. (Obviously, our resource needs in the future could change as this new system becomes more fully developed.)

Why Can't We Wait and Ask for This New Employee in the FY14 Budget Process?

Due to the request of the Court and the Planning and Budget Office, we were initially trying to struggle through FY13 and include all of our requests in the FY14 budget. A couple of weeks ago, it became apparent that this was not possible. In addition to the CUC's earlier-than-expected schedule and rapid kick start of the central part of the development process, we have two other issues.

First, our current Misdemeanor Records Division Manager (Neomia Bailey) is planning to retire. Due to her very large heart and devotion to the County, she decided to postpone her retirement from March to December after learning of the CUC's plans. We are placing her in a succession position to the new Division Manager and would like to use her in the meetings at CUC and alongside our requested new program manager and technical person. We cannot wait until FY14 to bring a new program manager in, we need this person as soon as possible so that we can begin training him/her while we have someone with Neomia's expertise available. (We plan to cover Neomia's succession costs for FY13 internally, but will then ask for additional funds to cover her time from October to December in the FY14 budget.)

Second, our resources are already stretched to manage the start-up of the new document managing system which will be happening at the same time. We had originally planned to have the DMS project well underway before the CUC project, but delays in getting the DMS project to final approval have caused an unfortunate scheduling overlap.

That being said, we are cautiously optimistic that we will have sufficient short term salary savings to cover the cost of the new program manager from March until the end of FY13. We would like to offer this option with the understanding that if we are not able to accomplish this, we may need to come back to Court toward the end of the fiscal year to ask for additional funds.

Please Allow Us to Dispel a Rumor

We heard there is an assumption that since we had to add more than a dozen new employees when FACTS was implemented, that we should be able to convert these employees to the development of the new system. Please understand that the additional employees added with FACTS were for data entry and record processing responsibilities. These tasks increased mainly because FACTS required that the County Clerk gather and enter more information than was previously required. Instead of being a step along the way, our office became a clearinghouse for a large amount of data. It is unlikely that the CUC system will change that factor and reduce the volume of our workload. Our office now has one IT position dedicated to Court system operations (the newly provided Business Analyst). We do not have employees who will be freed up as FACTS is phased out.

Thank you for your consideration of this request. Please let us know if you need any additional information.

TRAVIS COUNTY
DISTRICT AND COUNTY
CRIMINAL COURTS

BLACKWELL-THURMAN
CRIMINAL JUSTICE CENTER
P. O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9244
FAX: (512) 854-4464

Date: February 14, 2013

To: Commissioners Court

From: Debra Hale, Director Criminal Court Management

Re: Criminal Courts Staffing Needs Related to CUC TechShare Courts Project

The Criminal Courts Department will play a key role throughout the CUC TechShare Courts Project. The Criminal Courts are committed to participating in this important project and to ensuring the development of a quality case management system while simultaneously utilizing staff expertise and resources cost effectively.

The CUC recently provided Travis County with a detailed project plan which includes the project timeline as well as department resource requirements. The recently revealed CUC TechShare Courts Project plan requires staff resources to participate in high level training and decision making functions immediately. Since the County Courts and the District Courts currently use two separate FACTS databases and have different business processes, our plan is to request funding for two additional Business Analyst FTEs. A new Business Analyst III FTE will be the functional lead for the Criminal Courts department and be assigned primarily to the District Courts. The new Business Analyst I FTE will be assigned primarily to the County Courts. The approach will be to select experienced staff with the ability to adapt to changing roles throughout the course of the project. The staff selected for these two key FTEs will have strong technical skills, strong documentation skills, strong communication skills, and the knowledge base to understand criminal case process integration with other departments. Using this approach will ensure continuity, quality control, and cost efficiencies for the county.

Due to the CUC TechShare project timeline, the effective date for this request is April 1, 2013. The Criminal Courts are able to internally fund the two FTEs for FY13, however, a request for continued funding will be submitted during the FY14 budget process.

For FY13, the cost to fund the two FTEs for the CUC TechShare Project, as well as start-up costs is $112,508. A budget adjustment has been prepared for approval by the Commissioners Court. The FY14 cost will be $215,262. This amount will be requested in the department's FY14 budget submission (PB5s are attached for review).

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Amalia Rodriguez-Mendoza
District Clerk, Travis County
Travis County Courthouse Complex
P. O. Box 679003
Austin, Texas 78767

To: Travis County Commissioners
Date: February 15, 2013
Re: Staffing Needs

The District Clerk is currently slated to begin participating in the development of the TechShare project through the Conference of Urban Counties in March 2013. As such, the District Clerk's Office has developed a proposed staffing plan to ensure adequate and appropriate staff involvement in the CUC development project while also ensuring the functions and duties of the office continue without interruption.

The District Clerk's plan involves the assignment of three staff persons to the TechShare development project on a full-time basis. These positions are: 1) Business Analyst III, 2) Court Services Management Administrative Coordinator, and 3) Court Clerk II. In addition to these staff, 10 other individuals will participate in the CUC project on an as-needed basis. They each have extensive knowledge of the processes of the District Clerk's office, to include case intake, court support, records management, accounting, ad hoc reporting and queries, and quality assurance. It is not feasible to hire a single person to fulfill these duties. Instead, the office is working to cross-train current employees to ensure the ability for the office to meet its obligations to the courts and the public in the absence of those assisting with the CUC project.

While cross-training can meet many of our needs, additional staff persons are necessary to ensure continued performance of the office's responsibilities. Although the team that will be assigned to TechShare fulltime will not be in development sessions at the CUC offices on a continual basis, they will very likely be working on TechShare issues between sessions. Many of the processes the District Clerk follows are dictated by the current case management system, FACTS, and are not necessarily efficient or representative of "best practices" in criminal case processing. TechShare affords the District Clerk and other departments using or interfacing with the case management software (courts, County Clerk, prosecutors, probation) the opportunity to redesign these processes for purposes of efficiency, improved coordination among departments, transfer of information, and public access, and perhaps other areas of improvement. Investigating and analyzing these best practices and process improvements prior to scheduled TechShare development sessions will consume much of the working hours of the full-time TechShare team in order to achieve the optimal result from the project. As a result, the team will not be able to assume their regular duties on an ongoing basis in between development sessions. Further, it is anticipated that the prosecutors will be making a substantial change

Amalia Rodriguez-Mendoza
District Clerk, Travis County
Travis County Courthouse Complex
P. O. Box 679003
Austin, Texas 78767

in the process of filing cases in the trial court. The District Clerk, along with the County Clerk, courts, and other justice agencies, will need to determine what changes they will need to make to conform to the new prosecutor protocols, particularly in how and when cases will be filed, bonds tracked and monies received, and how case information can be expeditiously provided to defense attorneys, other case participants, and the public. To do so will involve not only the team assigned full-time to the project but also those subject matter experts identified to be a part of the team on an as-needed basis. In order to provide sufficient staff to develop the best possible product while also ensuring the functions of the District Clerk's office are performed without interruption, the District Clerk is requesting the following staffing resources for implementation of TechShare:

1. One Business Analyst II – The District Clerk is assigning a Business Analyst III and a Court Services Management Administrative Coordinator (CSMAC) to the TechShare project on a full-time basis beginning June 2013. The current responsibilities of the Business Analyst III include providing support to several ongoing functions that are vital to District Clerk operations, such as monitoring and maintenance of DMS, interface of the DMS to FACTS, coordination of e-filed documents with both FACTS and the DMS, and routine and ad hoc extractions of data from FACTS or the DMS for analysis and quality control. This position is working on the development of enhanced DMS functionality, specifically a DMS for storing exhibits, administrative records, and confidential criminal filings. The CSMAC is currently responsible for the coordination of the audit of criminal case data for the purposes of reporting case activity to both the Department of Public Safety and the Office of Court Administration. This position also runs routine and ad hoc queries from FACTS to assist in analyzing case filing and disposition trends and to ascertain activity within the cases. The requested Business Analyst II is to assume most of the duties of the Business Analyst III and CSMAC while they are assigned to the TechShare project. The remaining portion of the duties will be assumed by the other Business Analysts in the District Clerk's Office.

2. One Court Clerk I – The District Clerk is assigning a Court Clerk II to the TechShare project on a full-time basis beginning June 2013. That particular Court Clerk II's responsibilities include preparing appeal and habeas corpus records. The District Clerk is reassigning a different Court Clerk II to these duties in the appeals clerk's absence. The reassigned Court Clerk II presently coordinates the issuance of subpoenas and provide public information/service counter support within the Criminal Division. The requested Court Clerk I would perform the duties of the reassigned Court Clerk II.

Amalia Rodriguez-Mendoza
District Clerk, Travis County
Travis County Courthouse Complex
P. O. Box 679003
Austin, Texas 78767

3. Overtime funds equivalent to 1 FTE Court Clerk II position – Staff in at least 10 Court Clerk II and Court Clerk II, Senior positions are being assigned to participate in the TechShare development project as the subject matter expertise of each of these employees is required (e.g. case intake, court procedures, case disposition and data entry, jail release processes, judgment and capias preparation, court cost calculation and assessment, mandated reporting). While each of these persons is participating in the TechShare development, other staff will be required to assume their duties, including attending court; receiving, processing, and preparing paperwork; retrieving records; and entering required data. With the myriad of duties and functions collectively performed and the fact that there are several staff within the office that perform these duties, rather than request a position to fill in when others are absent due to their participation in the project, the District Clerk will be assigning the work of the participants to experienced coworkers who perform the same or similar duties or have been recently trained to do so. In the event they are unable to complete all work during established working hours, they will be allowed overtime to ensure the District Clerk's support of court processes and the public continues as required.

Allocated Reserve Status (580010)

Amount	Dept Transferred Into	Date	Explanation
$6,920,945			Beginning Balance
($10,000)	TNR	10/16/12	Clean Air Force 2013
($11,388)	Various	Various	Approved by CC for FY13 portion of ACC intern program
($378,290)	HHS	11/6/12	Parenting in Recovery Program
($1,881)	TNR	11/13/12	Constable Staffing
($135,679)	Constable Pct. 1	11/15/12	Constable Staffing
($10,000)	County Attorney	11/20/12	Legal Advisory Services
($240,179)	HRMD	12/4/12	Benefits income adjustment
($12,537)	Tax Office	12/11/12	Reclassification of two positions
($7,067)	JP Pct. 5	12/28/12	DPS backlog-drivers license revocation
($80,000)	TNR	1/22/13	East Metro Park Multi-Purpose Court
($46,900)	TNR	1/29/13	Recycling Program
($11,700)	Facilities	2/5/2013	Move for Dist. Clerk to Gault basement
$5,975,324	**Current Balance**		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
($137,676)	Civil Courts – Drug Court Grant
($200,000)	Civil Courts Legally Mandated Fees – Attorney Fees & Other Court Costs
($220,074)	Criminal Courts – Veterans Court Grant
($42,497)	Criminal Courts – Bailiff to CPO transition Cost
($175,000)	Crim Cts Legally Mandated Fees – Atty Fees & Other Ct Costs for Capital Cases
($12,714)	CSCD – MSS Adjustments
($36,000)	District Clerk – Collections Software
($20,000)	Emergency Services – Hazardous Materials Disposal
($250,000)	Facilities Management – Facilities Best Practices Review
($200,000)	General Admin – HUB Requirements Disparity Study ($35,595 funds from State, restricted-use for this purpose)
($100,000)	Health & Human Services – PromoSalud Scholarships and Workforce Development
($150,000)	HRMD – Revised Tuition Reimbursement Policy
($25,885)	HRMD – ACC Internship Program
($83,182)	ITS – BEFIT Customer Support Analyst III
($60,000)	RMCR – Additional Postage
($1,000,000)	TCSO – Overtime
($79,681)	Constable Staffing
($2,792,709)	**Total Possible Future Expenses (Earmarks)**

$3,182,615 Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (580070)

CAR RESERVE TRANSFERS

Amount	Dept Transferred Into	Date	Explanation
$2,813,944			Beginning Balance
($8,000)	ITS	11/27/12	IT Infrastructure for FMD Projects
($82,552)	EMS	12/11/12	Fire fighting aircraft
($649,975)	ITS	1/15/13	Data storage tapes
($58,040)	Facilities	1/15/13	Renovation of HMS Courthouse Rm118
($60,000)	Facilities	1/15/13	Gault HVAC renovation project
($42,283)	TNR	1/29/13	Technical Correction FY 12 Budget Amendment
($46,306)	Facilities	2/5/13	Gault basement renovations-Dist. Clerk
$1,866,788	**Current Reserve Balance**		

Possible Future Expenses Against CAR Reserves Previously Identified:

Amount	Explanation
$ (817,300)	ITS Infrastructure for FMD Projects
$ (38,046)	Replacement Boat Motors for Lake Unit
$ (100,000)	Guardrail-New Installations
$ (90,000)	Failing Vehicles
$ (50,000)	Sidewalks-ADA Upgrades
$ (250,000)	FM 1626 ROW Purchases
$ (61,954)	Constable Staffing
$ (1,407,300)	Total Possible Future Expenses (Earmarks)
$459,488	***Remaining CAR Reserve Balance After Possible Future Expenditures***

Emergency Reserve Status (580120)

Amount	Dept Transferred Into	Date	Explanation
$2,016,924			Beginning Balance
$2,016,924	**Current Reserve Balance**		

Fuel & Utility Reserve Status (580130)

Amount	Dept Transferred Into	Date	Explanation
$1,000,000			Beginning Balance
$1,000,000	**Current Reserve Balance**		

Planning Reserve Status (580210)

Amount	Dept Transferred Into	Date	Explanation
$5,496,000			Beginning Balance
$5,496,000	**Current Reserve Balance**		

Juvenile Justice TYC (580260)

Amount	Dept Transferred Into	Date	Explanation
$418,959			Beginning Balance
$418,959	**Current Reserve Balance**		

Smart Bldg. Facility Maintenance Reserve Status (580240)

Amount	Dept Transferred Into	Date	Explanation
$160,778			Beginning Balance
$160,778	**Current Reserve Balance**		

IJS/FACTS Reserve Status (580160)

Amount	Dept Transferred Into	Date	Explanation
$2,164,795			Beginning Balance
($196,951)	ITS	10/23/12	OnBase Software
($717,746)	ITS	11/6/12	CUC TechShare
($1,146,096)	ITS	12/18/2012	TechShare
$104,002	**Current Reserve Balance**		

Transition Reserve Status (580300)

Amount	Dept Transferred Into	Date	Explanation
$101,889			Beginning Balance
$101,889	**Current Reserve Balance**		

Reserve for State Cuts Status (580310)

Amount	Dept Transferred Into	Date	Explanation
$250,000			Beginning Balance
$250,000	**Current Reserve Balance**		

Starflight Maintenance Reserve Status (580320)

Amount	Dept Transferred Into	Date	Explanation
$1,001,050			Beginning Balance
$1,001,050	**Current Reserve Balance**		

1115 Waiver Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
$1,000,000			Beginning Balance
$1,000,000	**Current Reserve Balance**		

Interlocals Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
$2,166,175 ($1,483,173)	Emergency Services	11/13/12	Beginning Balance Regional Radio Service Interlocal
$683,002	**Current Reserve Balance**		

Annualization Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
$65,768			Beginning Balance
$65,768	**Current Reserve Balance**		

Salary Savings Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
$400,000			Beginning Balance
$400,000	**Current Reserve Balance**		

Unallocated Reserve Status (580015)

Amount	Dept Transferred Into	Date	Explanation
$57,195,853			Beginning Balance
($2,302,015)	EMS	12/11/12	Reimbursement Resolution
($2,941,500)	ITS	12/11/12	Reimbursement Resolution
($877,000)	TNR	12/11/12	Reimbursement Resolution
($901,912)	FMD	12/11/12	Reimbursement Resolution
$50,173,426	**Current Reserve Balance**		

Item 20

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013
Prepared By/Phone Number: Travis R. Gatlin, 854-9065
Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDATIONS ON THE USE OF EXISTING CERTIFICATES OF OBLIGATION BALANCES.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Please see attached documentation.

STAFF RECOMMENDATIONS:
Please see attached documentation.

ISSUES AND OPPORTUNITIES:
Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING:
Please see attached documentation.

REQUIRED AUTHORIZATIONS:

Leslie Browder, Planning and Budget Office (512) 854-9106
Jessica Rio, Planning and Budget Office, (512) 854-9106
David Salazar, County Judge's Office, (512) 854-9555

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.

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

314 W. 11th Street
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Commissioners Court Travis R. Gatlin

FROM: Travis R. Gatlin, Assistant Budget Director

DATE: February 20, 2013

SUBJECT: Use of Existing Certificates of Obligation for FY 13 Capital Items

PBO annually provides the Court with a list of approved capital projects that are proposed to be included in the annual debt issuance that are eligible to be funded within available existing CO balances. This process, informally known as "scrubbing", involves the review of PBO's recommendations by the County Attorney's Office and the County Auditor's Office to ensure that the recommendations are appropriate. In years prior to Fiscal Year 2012, this exercise was conducted at the very end of the fiscal year (during the budget process) and was based on estimated balances in the allocated reserves of Certificates of Obligation rather than actual balances since the fiscal year had yet to close. Beginning in FY 2012, PBO has made these recommendations after the actual balances are known but before the Court has finalized its Certificate of Obligation project list in order to maximize the benefits of this process and to ensure accuracy.

The FY 13 Adopted Budget includes a proposed Certificates of Obligation issuance of $25,275,000. PBO's scrub related recommendations total $2,560,576. This includes using $2,525,434 from the Allocated Reserve of seven CO (Funds 4030, 4034, 4056, 4059, 4063, 4068 and 4072) and $35,142 from the CAR Allocated Reserve in order to reduce the final Certificates of Obligation amount. PBO has reviewed these recommendations with the County Attorney's Office and County Auditor's Office to ensure that the projects meet the specific legal and accounting requirements for the use of existing CO funds.

PBO identified that the 700 Lavaca Renovations and HMAC and Alternative Paving Program Projects can use existing CO balance funding. However, the amounts available in existing CO balances were not able to fully fund the approved FY 13 amounts for the two identified projects. Existing CO balances were able to fund $1,006,323, of the original budget of $1,041,465 for the 700 Lavaca Renovation Project. The balance of $35,142 has been recommended to be funded from the CAR Reserve rather than remain in the proposed FY 13 CO given the small size of the remaining project balance. Available balances within other existing CO balances were able to fund $1,519,111 of the original budget of $2,948,960 for the HMAC and Alternative Paying Program. The remaining project balance of $1,429,849 is recommended to remain within the approved projects for the FY 13 CO issuance. The table on the next page summarizes PBO recommendations by fund.

PBO's Scrub Recommendations			
Project	**Department**	**Amount**	**Fund**
700 Lavaca Renovations	FMD	$100,694	4030 (2000 CO)
700 Lavaca Renovations	FMD	$41,994	4034 (2001A CO)
700 Lavaca Renovations	FMD	$863,635	4056 (2008 CO)
700 Lavaca Renovations	FMD	$35,142	CAR Reserve (GF)
Subtotal for 700 Lavaca		**$1,041,465**	
HMAC and Alternative Paving Program	TNR	142,659	4059 (2009 CO)
HMAC and Alternative Paving Program	TNR	513,635	4063 (2010 CO)
HMAC and Alternative Paving Program	TNR	562,817	4068 (2011 CO)
HMAC and Alternative Paving Program	TNR	300,000	4072 (2012 CO)
Subtotal for HMAC and Alternative Paving Program		**$1,519,111**	
Total for Recommendations (700 Lavaca and HMAC)		**$2,560,576**	

PBO recommends approval of recommendations and associated budget adjustments that PBO has placed under our weekly Budget Amendments and Transfers Item. After approval of the amendments, the CAR Allocated Reserve will be reduced by $35,142, from $1,866,788 to $1,831,646. In addition, PBO is currently working with the Auditor's Office and departments regarding unspent Certificates of Obligation balances for the BEFIT Project. If savings are identified and approved by Commissioners Court then PBO would recommend an early scrub process for these resources and will recommend projects that could use these savings for the FY 14 budget process.

PBO will also bring forward on March 5, 2013, the list of approved projects proposed to be included in the FY 13 debt issuance. Based on the above actions and actions previously taken by the Commissioners Court that reduced the CO eligible portion of the Fire Fighting Aircraft, the FY 13 proposed Certificates of Obligation has been reduced by $2,725,000, from the Adopted Budget amount of $25,275,000 to a revised total of $22,555,000.

Please let me know if you have any questions.

cc: David Escamilla, County Attorney
John Hille, Tenley Aldredge, County Attorney's Office
Nicki Riley, County Auditor
Hannah York, Adrienne Yust, Sharon Martindale, County Auditor's Office
Leslie Browder, Jessica Rio, Diana Ramirez, PBO
Steven Manilla, Cynthia McDonald, Donna Williams-Jones, TNR
Roger El-Khoury, John Carr, Amy Draper, FMD

Item 21

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013

Elected/Appointed Official/Dept. Head:
Leslie Browder, County Executive, Planning & Budget, (512) 854-9106
Jessica Rio, Budget Director, (512) 854-9106
Leroy Nellis, Budget Director (in succession), (512) 854-9106

Commissioners Court Sponsor:
County Judge Samuel T. Biscoe

AGENDA LANGUAGE:
CONSIDER AND TAKE APPROPRIATE ACTION ON FISCAL YEAR 2014 BUDGET ISSUES, INCLUDING THE FISCAL YEAR 2014 BUDGET GUIDELINES.

BACKGROUND/SUMMARY OF REQUEST:
The annual budget process traditionally begins with the consideration and approval of the budget guidelines by the Commissioners Court. Adopting the budget and the ad valorem tax rate are two of the most important processes that Travis County undertakes each year.

As in the past, the Budget Guidelines should provide policy direction to the Planning and Budget Office, as well as County departments and offices:

- Regarding funding levels for the upcoming fiscal year, which are largely dependent on the ad valorem tax rate during any given budget development process
- Criteria to help prioritize the addition of new resources to add or enhance services, or whether to repurpose existing funding in new directions
- More specific guidance and instructions for County departments and offices in the formulation of their budget submissions

Property tax revenue represents the most significant source of funding for the County's General Fund, where most of the County's core services are budgeted. Property taxes are considered a stable source of funding for local governments, largely due to the nature of the effective tax rate calculation. The effective tax rate is a calculated rate that provides a taxing unit with about the same amount of revenue it received in the year before on properties taxed in both years and less the revenue lost due to increased exemptions claimed by taxpayers. If property values rise, the effective tax rate will go

down, and vice versa. It is estimated for Fiscal Year 2014 that an additional $625 million of exemptions will be claimed, mainly by taxpayers turning 65 years old, which results in a reduction of over $3 million in property tax revenue.

The Commissioners Court has provided consistent policy guidance to the Planning and Budget Office over recent years that the tax rate used to develop the preliminary budget be "at or near" the effective tax rate. During discussions and deliberations, the Court has clarified this policy guidance such that a tax rate is considered near to the effective tax rate if within 3% of the effective tax rate. This approach will allow the Planning and Budget Office to bring a sound and balanced Preliminary Budget to the Commissioners Court for consideration in July, and will provide continued funding for the Court's programmatic commitments in the upcoming year. The underlying rationale that has driven this policy is based on the premise that modest growth in the tax rate over time is the best approach to respond to the increasing cost of delivering services.

It is important to note that even when new construction activity is underway and brings added value to the tax base, the effective tax rate is not always sufficient to generate the funding needed to keep pace with a growing population or rising costs. Preparing a Preliminary Budget at the effective tax rate would result in a $10 increase in the annual tax bill for a Travis County resident who owns an averaged-valued homestead, but the overall revenue impact on the County's General Fund would be significant. For Travis County as a whole, a budget balanced at the effective tax rate would result in a reduction in General Fund revenue needed to pay for County services, which is currently estimated at an impact of approximately $15 million. This reduction in revenue would likely necessitate curtailed spending for existing services, and would likely not provide for any consideration of workforce performance based pay or the possibility of a cost of living adjustment for retirees.

The Commissioners Court has invested significant resources to ensure that its workforce is competitive with market conditions over the last two fiscal years. The Compensation Committee appointed by the Court has been further charged with presenting its recommendations for Fiscal Year 2014 to the Commissioners Court this spring. For the Preliminary Budget, the Planning and Budget Office recommends including some level of funding for performance-based pay for classified employees in 2014. This approach will give the Commissioners Court the flexibility of listening to Compensation Committee's recommendations when ready, and implementing any compensation recommendations that the Court deems appropriate.

In the spring of each year, the Employee Health Care Committee, a committee made up of employees from various departments and offices, meets with the County's third party actuary to make recommendations for the upcoming health plan. After considering the information presented by the actuary, the Committee will finalize health plan recommendations for the Commissioners Court to consider for Fiscal Year 2014. It is expected that the County will incur increased costs in 2014 that may lead to an increase in the health benefits budget, as well as carefully crafted plan design changes. As in previous years, any increased costs would be shared among the County, employees, and retirees. The need for additional resources will not be determined until discussions between the actuary and members of the Employee Health Benefits Committee have

taken place. The Planning and Budget Office will include estimated funding in the Preliminary Budget based on recent cost trends.

At this time, the Planning and Budget Office has not planned to request that departments and offices submit a list of programmatic budget reductions. The Planning and Budget Office may use the reduction proposals submitted in prior years in the event that reductions might be needed. Departments and/or offices will be notified during the budget process if any programmatic reductions will be recommended for inclusion in the 2014 Preliminary Budget.

There are a variety of issues that could have an impact on the development of the Fiscal Year 2014 budget. The Planning and Budget Office will work with departments and offices to continue monitoring these issues, and keep the Commissioners Court apprised of any substantive changes. Such issues include:

- Changes in new construction estimates and/or increased litigation from property tax valuations
- Decreases in tax collections
- Reductions or eliminations of state and federal grant awards and programmatic funding
- Increases in the County's contributions for employee and retiree healthcare, including any unanticipated impact associated with the Affordable Care Act
- Unanticipated costs due to the implementation of the new financial system and/or the replacement of the Justice Courts case management system
- Unexpected or uncontrolled increases in court-appointed attorneys fees and/or Sheriff's Office overtime/medical services
- Cost increases and/or reductions to revenue related to the ongoing discussions with the City of Austin on the central booking and emergency medical services
- Costs associated with the continued impact of state changes to the Juvenile and Adult Probation departments

FISCAL IMPACT AND SOURCE OF FUNDING:

See attached analysis included in the draft Budget Guidelines for Fiscal Year 2014.

REQUIRED AUTHORIZATIONS:

Leslie Browder, County Executive, Planning & Budget, (512) 854-9106
Jessica Rio, Budget Director, (512) 854-9106
Leroy Nellis, Budget Director (in succession), (512) 854-9106

Fiscal Year 2014 Budget Guidelines

Introduction

The County's annual budget process provides offices and departments an opportunity to evaluate and prioritize their programs and reexamine how to efficiently and effectively execute their mission and goals. Likewise, the budget process provides the Commissioners Court a key tool for providing overarching direction regarding funding policies, mission and goals for Travis County. The County's budget development process is best served by close collaboration between the Planning & Budget Office and County offices and departments.

The budget process for 2014 will remain similar to the 2013 budget process. While the new SAP financial system is fully operational, implementation of the budget module has not yet begun. Based on consultation with the County Auditor's Office, this implementation is expected to begin in the spring or summer of 2014. Once fully tested and in operation, changes to the budget process will be required.

As in the past, the primary goals of the Budget Guidelines include:

- Broad policy direction regarding funding levels for the upcoming fiscal year, which are largely dependent on the ad valorem tax rate during any given budget development process
- Criteria to help prioritize the addition of new resources to add or enhance services, or whether to repurpose existing funding in new directions
- More specific guidance and instructions for County departments and offices in the formulation of their budget submissions

Travis County's Mission Statement

For the people of Travis County, our mission is to preserve health, provide a safety net for the needy, ensure the public safety, facilitate the resolution of disputes, foster an efficient transportation system, promote recreational opportunities, and manage county resources in order to meet the changing needs of the community in an effective manner.

The Commissioners Court demonstrates its commitment to this mission by ensuring appropriate funding for emergency functions (medical, fire and public safety), addressing various social ills (such as child abuse, truancy, domestic violence, and poverty), providing appropriate law enforcement and justice support to Travis County residents (including fair and efficient judicial services for both civil and criminal cases), maintaining the County's infrastructure (roads, facilities, parks, and technology), and continuing to support efficiencies in general government services through the highest and best use of public funds.

The County has consistently managed to deliver critical services to its residents even in the midst of economic challenges experienced during recent years. Economic indicators continue to strengthen over the last year.

Travis County's Budget and Funding Structure

Adopting the budget and the ad valorem tax rate are two of the most important processes that Travis County undergoes each year. Property tax revenue represents the most significant source of funding for the County's General Fund, where most of the County's core services are budgeted. Property taxes are considered a stable source of funding for local governments, largely due to the nature of the effective tax rate calculation. The effective tax rate is a calculated rate that provides a taxing unit with about the same amount of revenue it received in the year before on properties taxed in both years. If property values rise, the effective tax rate will go down, and vice versa.

If the effective tax rate is adopted, the only source of new property tax revenue results from new construction value added to the tax base. Latest conversations with the Travis Central Appraisal District indicate that new construction figures are expected to be strong next year in comparison to recent years. Current forecasts for new construction in 2014 are $2.5 billion compared to $1.5 billion in 2013. These amounts do not include estimated tax revenue that will ultimately be collected and then paid to companies under the terms of performance-based economic development agreements, such as Samsung.

The Commissioners Court has provided consistent policy guidance to the Planning and Budget Office over recent years that the tax rate used to develop the preliminary budget be "at or near" the effective tax rate. During discussions and deliberations, the Court has clarified this policy guidance such that a tax rate is considered near to the effective tax rate if within 3% of the effective tax rate. The underlying rationale that drives this policy is based on the premise that modest growth in the tax rate over time is the best approach to respond to the increasing cost of delivering services. It is important to note that even when new construction activity is underway and brings added value to the tax base, the effective tax rate is not always sufficient to generate the funding needed to keep pace with a growing population or rising costs.

National, State and Local Economies

National Economy The national economic recovery appears to be proceeding at a slow, yet steady pace with most indicators generally leaning in a positive direction. The latest advance estimate of Gross Domestic Product for the fourth quarter of 2012, which was released by the U.S. Bureau of Economic Analysis in January 2013, shows that the economy contracted by 0.1%. This is the first time that the economy has contracted since the first quarter of 2009, when the nation was in the midst of the recent

recession.[1] Nevertheless, *CNN Money* reports that this contraction is due primarily to two reasons that are not expected to impact the economy on an ongoing basis.[2] First, federal government expenditures and investments dropped in the fourth quarter of 2012 by 15.0%, primarily due to the threat of sequestration that loomed in January. Analysts surveyed indicate that since the sequestration issue has not been finally resolved by Congress, potential implementation on March 1st is the greatest short-term threat to a continuing economic recovery.[3] The second primary reason cited for the contraction of the economy in the fourth quarter of 2012 is the use of inventory stock by businesses when making sales. According to analysts, this increases the likelihood that these businesses will have to increase production in the first quarter of 2013 to rebuild their inventories.

Positive indicators for the national economy include a 5.5% increase in home prices in November 2012 over the prior year.[4] The housing prices in the 20 major U.S. cities that were surveyed appear to have been helped by the following factors: higher sales of both new and previously-owned homes, a drop in foreclosures, continued near record low mortgage rates, and a small drop in the unemployment rate. A senior U.S. economist for Barclays has said the firm is forecasting another 6% to 7% rise in home prices in 2013, and a 5% to 6% rise again in 2014.[5] In addition to home prices increasing, the smaller inventory of available homes is projected to result in almost 1 million new housing starts in 2013.[6] Moody's Analytics is forecasting even stronger growth in 2013 and 2014, estimating that the new housing starts will add one million new jobs.

State Economy Texas continues to outperform the national economy. The Federal Reserve fourth quarter 2012 report on the Southwest economy notes that Texas outperforms other large states and the nation in employment.[7] This report also notes these positive economic indicators: (1) the rainy day fund has the second highest balance of the U.S. states, (2) the business climate ranks highest in 2012, (3) the pension system is relatively well funded (above the 80% funding rate recommended by

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[1] **Mataloni, Lisa, "Gross Domestic Product: Fourth Quarter and Annual 2012 (Advance Estimate)". Bureau of Economic Analysis News Release, January 30, 2013.** www.bea.gov/newsreleases/national/gdp/gdpnewsrelease.htm

[2] **Kurtz, Annalyn, "U.S. economy contracts for first time since recession". *CNN Money*, January 30, 2013.** http://money.cnn.com/2013/01/30/news/economy/gdp-report/index.html?iid=SF_E_Lead

[3] Ibid.

[4] **Isidore, Chris, "Home prices post biggest jump in 6 years". *CNN Money*, January 29, 2013.** http://money.cnn.com/2013/01/29/news/economy/home-prices/index.html?iid=SF_E_River

[5] Ibid.

[6] **Isidore, Chris, "Housing to drive economic growth (finally!)". *CNN Money*, January 27, 2013.** http://money.cnn.com/2013/01/2/news/economy/housing-economic-growth/index.html?iid=SF_E_Highlight

[7] Saving, Jason, "Determining Creditworthiness and Texas' Case for a Top Rating", *Southwest Economy, Federal Reserve Bank of Dallas,* Fourth Quarter 2012.

pension analysts), and (4) state government offers "constitutional protections to bondholders that interest payments will occur in a full and timely fashion."[8]

While Texas leads the nation in employment, and median earnings rose 1.4% from 2010 to 2011 while they fell 2.5% nationally, "the estimates continue to reflect a trend of the 'hollowing out' of the middle class."[9] This essentially means that income figures indicate a shrinking middle class and a growing class of impoverished citizens.

In his State of the State speech in January, Governor Rick Perry identified the following issues for the Texas Legislature this session: a constitutional limit on spending growth to ensure it never grows more than the combined rate of inflation and population, elimination of the practice of using dedicated funds and specific fees for anything other than the purpose for which they were intended, a mechanism that allows the State government the option of returning a tax revenue surplus directly to the people who paid it, and tax relief of at least $1.8 billion in the next biennium.[10]

A cursory review of the Texas House of Representatives budget bill has uncovered a deep proposed cut to the Adult Probation misdemeanor probation budget. This type of reduction could affect the jail population in Travis County, if the state's probation officers cannot supervise misdemeanants and they remain in jail or are released without supervision and without any further interventions. These continued efforts to cut an already lean state government may push new unfunded state mandates to local governments. Travis County's governmental affairs unit is tracking this bill, as well as others that may potentially impact revenue, spending or capital financing at the local level. These efforts to monitor developments during the current legislative session include coordination with the Planning and Budget Office, as well as other County offices and departments that might potentially be affected by new laws or regulations.

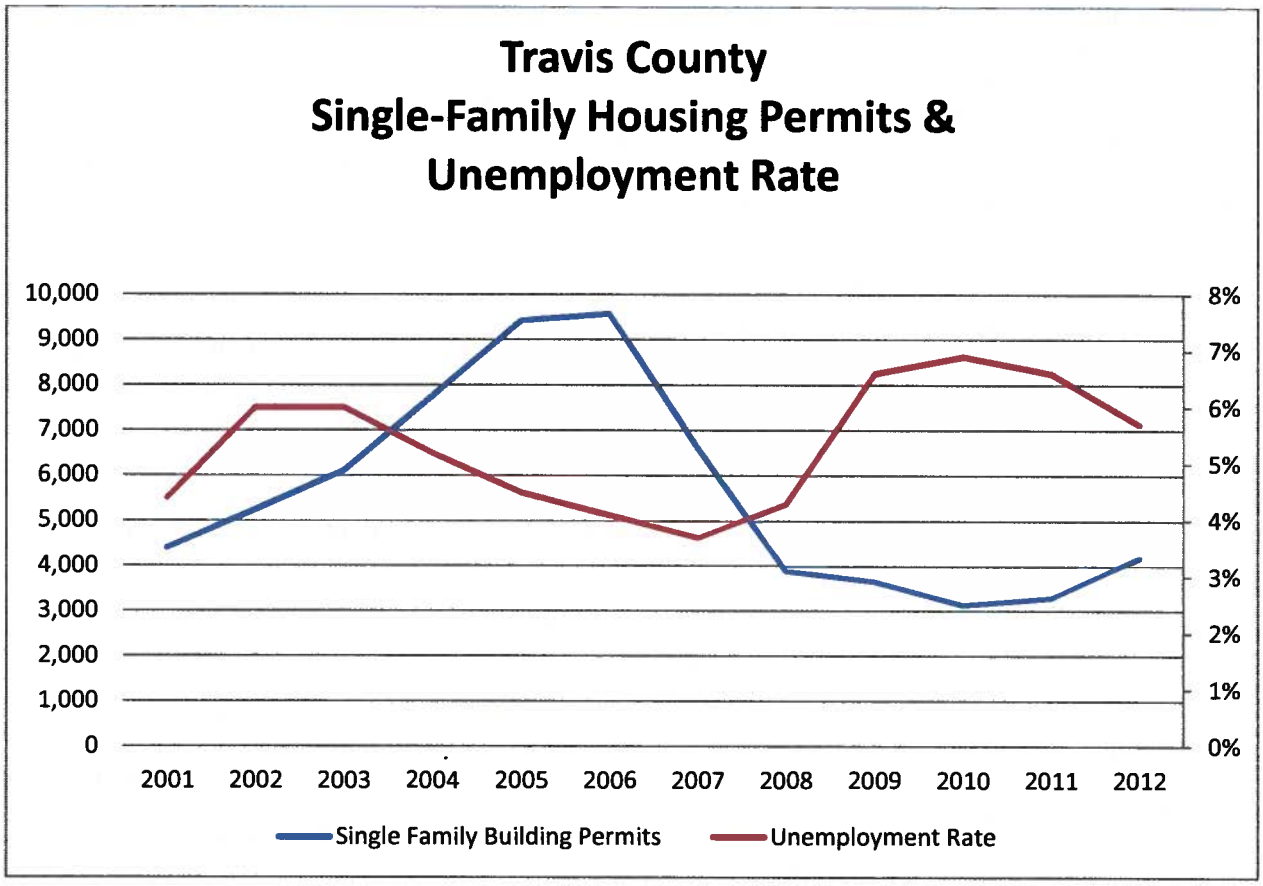
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[8] Ibid.

[9] LoPalo, Melissa, "Compensation: Texas Income, Earnings Mixed in Latest Census Report", *Southwest Economy, Federal Reserve Bank of Dallas,* Fourth Quarter 2012.

[10] Perry, Rick, "Tax Relief, Infrastructure and Education: Priorities to Keep Texas Strong, *Governor's State of the State speech*. January 29, 2013. http://governor.state.tx.us/news/speech/18095/

Local Economy The economy continues to show accelerating growth through the fourth quarter in 2012. Data from Texas A&M University's Real Estate Center and the Federal Reserve Bank of St. Louis, shown below, reflect the unemployment rate decreasing from a high of 6.9% in 2010 to 5.7% in 2012.[11] The number of single-family home building permits increasing from a low of 3,140 in 2010 to 4,140 permits in 2012.[12]



Angelou Economics has forecasted that the Austin market will add 29,000 new jobs in 2013 and 30,000 in 2014.[13] According to the firm, these are conservative estimates and cited previous forecasts of 19,500 new jobs created in the Austin market in 2012, while actual figures through December showed that 25,000 new jobs would be created by the end of the year.[14]

Travis County continues to fare far better than other metropolitan areas across the country and even throughout Texas. The Fiscal Year 2014 budget process will focus on

[11] "*Unemployment Rate in Travis County, TX (TXTRAV3URN)", Economic Research.* Federal Reserve Bank, St. Louis. http://www.research.stlouisfed.org/fred2/series/TXTRAV3URN/downloaddata?cid=30125
[12] *"Building Permits, Travis County".* Texas A&M University Real Estate Center. (Note: Building permit data for 2012 is for 11 months, through November 2012. December data not yet available.) http://www.recenter.tamu.edu/data/bp/bpc/cnty453.asp
[13] Zehr, Dan, "Forecast: Austin will continue to grow." *Austin American Statesman*, December 11, 2012. http://www.statesman.com/news/business/forecast-austin-will-contiue-to-grow/nTSSH/
[14] Ibid.

meeting existing priorities and current state mandates, while preparing for future growth and keeping an eye on state and federal actions that may affect the County's budget in the future.

Tax Rate – Fiscal Year 2014 Preliminary Budget

Consistent with policy direction in recent years from the Commissioners Court, the Planning and Budget Office recommends consideration of an ad valorem tax rate for the 2014 Preliminary Budget that is "at or near" the effective tax rate. A tax rate within 3% of the Effective Tax Rate should be considered "near" for purposes of developing the Preliminary Budget consistent with policy direction for the last five fiscal years.

This approach will allow the Planning and Budget Office to bring a sound and balanced Preliminary Budget to the Commissioners Court for consideration in July, and will provide continued funding for the Court's programmatic commitments in the upcoming year with no reductions in service levels.

Using the latest valuation estimates available from the Travis Central Appraisal District, the table below reflects an estimated tax rate of 50.69 cents per $100 of taxable value, which is an increase of 1.4% compared to the current tax rate. This equates to an annual increase in taxes of approximately $42, or $3.50 per month. An estimated tax rate of 50.69 cents represents a 3% increase above the effective rate. The effective tax rate is currently estimated at 49.22 cents.

Estimated Average Annual Tax Impact on Homestead Owners

	Current FY 2013	Projected FY 2014	Difference	
			$	%
Average Homestead Value	**$270,774**	**$275,000**	**$4,226**	**1.6%**
Average Taxable Value After 20% Homestead Exemption and other required adjustments	**$214,567**	**$220,000**	**$5,433**	**2.5%**
Ad Valorem Tax Rate at 3% above Effective Tax Rate	**50.01 cents**	**50.69 cents**	**0.68 cents**	**1.4%**
Annual Tax Impact at 3% above Effective Tax Rate	**$1,073**	**$1,115**	**$42**	**3.9%**

Preparing a Preliminary Budget at the effective tax rate would result in a $10 increase in the annual tax bill for a Travis County resident who owns an averaged-valued homestead, but the overall revenue impact on the County's General Fund would be significant. For Travis County as a whole, a budget balanced at the effective tax rate would result in a reduction in General Fund revenue needed to pay for County services, which is currently estimated at an impact of approximately $15 million. This reduction in revenue would likely necessitate curtailed spending for existing services, and would likely not provide for any consideration of enhanced workforce pay or the possibility of a cost of living adjustment for retiree pension annuities.

Fiscal Year 2014 Budget Preparation Guidance – County Offices and Departments

The Fiscal Year 2013 Adopted Budget has been recorded in the new SAP accounting system. Fiscal Year 2014 will be the first year that County offices and departments are expected to provide budget submissions using SAP cost centers. Budget forms and required documentation will include the new SAP terminology, cost centers, and G/L account numbers. The main change for Fiscal Year 2014 is related to the consolidation of information to be reported on organizational changes and reclassifications to a single, new form.

The Planning and Budget Office will be working toward the implementation of a new budget module within SAP in the coming years that will require changes to the Travis County budget development process. At this time, however, such changes are not expected for the next two budget cycles.

The key elements of the budget guidelines outlined below are intended to help offices and departments in the preparation of Fiscal Year 2014 budget submittals, and to assist the Planning and Budget Office in preliminary preparations for the upcoming budget cycle.

A. Budget Submittals

Departments and offices are required to submit their budgets at the Fiscal Year 2014 Target Budget Level. This Target Budget Level represents the 2013 Adopted Budget plus the annualized impact of any increases approved for 2013, less any one-time expenses and other reductions related to pilot programs and/or programs moved from ongoing to one-time funding status.

At this time, departments and offices will not be asked to submit a list of programmatic budget reductions. The Planning and Budget Office may use the reduction proposals submitted in prior years in the event that reductions might be needed. The Planning and Budget Office will notify departments and/or offices during the budget process if any programmatic reductions will be recommended for inclusion in the 2014 Preliminary Budget. As always, departments and offices are urged to collaborate with the Planning and Budget Office to identify and implement opportunities for savings and efficiencies.

The Planning and Budget Office may independently identify budgetary reductions based on a review of the department's programs and performance measures. Any reduction recommendations will be discussed with the affected office or department prior to consideration for inclusion in the Preliminary Budget.

Budget submittals are due on Wednesday, April 24, 2013.

B. Compensation & Benefits

The Commissioners Court has invested significant resources to ensure that its workforce is competitive with market conditions over the last two fiscal years. The Compensation Committee appointed by the Court has been further charged with presenting its recommendations for Fiscal Year 2014 to the Commissioners Court this spring. For the Preliminary Budget, the Planning and Budget Office has planned for some level of funding for performance-based pay for classified employees. This approach will give the Commissioners Court the flexibility of listening to Compensation Committee's recommendations when ready, and having some level of funding to implement any compensation recommendations the Court deems appropriate.

As in the past, an employee public hearing will be held in June to provide employees and employee groups an opportunity to comment specifically on compensation and benefits at Travis County.

Career ladders Offices and departments should continue to redirect savings from career ladder vacancies, other permanent salary savings and any other resources within their target budget to internally fund departmental career ladder increases for positions in high priority programs.

Benefits In the spring of each year, the Employee Health Care Committee, a committee made up of employees from various offices and departments, meets with the County's third party actuary to make recommendations for the upcoming health plan. After considering the information presented by the actuary, the Committee will finalize health plan recommendations for the Commissioners Court to consider for Fiscal Year 2014. It is expected that the County will incur increased costs in 2014 that may lead to an increase in the health benefits budget, as well as carefully crafted plan design changes. As in previous years, any increased costs would be shared among the County, employees, and retirees. The need for additional resources will not be determined until discussions between the actuary and members of the Employee Health Benefits Committee have taken place. The Planning and Budget Office will include estimated funding in the Preliminary Budget based on recent cost trends.

Elected Officials Salaries Travis County has historically linked salary adjustments for elected officials to increases approved for employees on the Classified Pay Scale. For Fiscal Year 2013, the compensation staff in the Human Resources Management Department conducted a market salary review of elected officials who are not on the judicial pay scale. They also reviewed Justice of the Peace salaries and recommended that their salaries be taken off the judicial pay scale. Based on the very limited market population in urban Texas counties from which to draw information for elected officials, the compensation staff do not recommend following a market approach in the future for setting these salaries. Going forward beyond 2013, the Human Resources Management Department has recommended that the Commissioners Court continue to match salary adjustments for elected officials (who are not on the judicial pay scale) to adjustments that might ultimately be approved for classified employees. Salary increases for elected officials on the judicial pay scale are driven by the actions of the Texas Legislature. The

Commissioners Court may approve funding for changes to positions on the judicial pay scale based on the actions of the Texas Legislature.

C. Meeting Maintenance of Current Effort & New Needs without New Resources

The Fiscal Year 2013 Adopted Budget included resources to meet existing contractual and programmatic commitments, as well as targeted growth in areas like emergency medical services, drug court, lake patrol and highway enforcement deputies, social services programs, park amenities, bridge rehabilitation, and right-of-way clearing. Given this growth, it is important to refocus efforts for the upcoming year on current programs and meeting needs within existing resources.

Departments will be required to reprioritize within their existing resources to fund any Maintenance of Current Effort (MCE) or new needs. If a department believes it needs additional positions, the department must look within the existing budget first. Funding for new contractual or statutory obligations and other expenses related to maintaining a department's current efforts take priority over proposed program enhancements or expansions. Departments are urged to focus on efficiencies, increased productivity, and simplification in Fiscal Year 2014 rather than on budget requests for additional resources.

Similar to prior years, recommendations for inclusion of new employees in the Fiscal Year 2014 Preliminary Budget will be limited to requests that represent a very compelling need, and are supported by data-driven documentation. The Planning and Budget Office will review and make recommendations on the continuation of positions that were funded in the previous budget years based on the certification of additional revenue. Should it be found that the additional revenue does not support the cost of the services as previously projected, the Planning and Budget Office may recommend that the programs be eliminated or phased out. The Planning and Budget Office will work closely with the Auditor's Office to ensure revenues are accounted for accurately and will validate expenditures before such recommendations are made.

D. Non-County Requests

Non-County entities that plan to request new or additional funding from the County budget must coordinate such a request through the County department in charge of the service. The request must be submitted to the relevant County department no later than **March 25th** so that it can be incorporated in the department's overall budget submittal. At a minimum, these proposals must:

1. Leverage a County investment to receive a proportionally larger amount of new outside resources to address a compelling community need, or

2. Seek to restore a loss of community resources that, if left unfunded, would result in a compelling and documented impact to those most in need.

All County offices and departments are asked to advise any related community groups, employee groups, or other governmental or local agencies of the County's budget process, schedule, and budget guidelines that provide the context for Fiscal Year 2014 appropriations. Non-County organizations submitting a request are urged to carefully consider their most critical need and describe how the request for funding would provide benefit for the community.

The Board of Directors of the Travis County Corporations declared a moratorium on funding any non-County capital requests and this is expected to remain in place during Fiscal Year 2014.

Any request not submitted within the approved time frame will not be considered by the Planning and Budget Office for inclusion in the Fiscal Year 2014 Preliminary Budget.

E. Non-Tax Revenue

Offices and departments are strongly encouraged to identify opportunities to increase non-property tax revenue, including a review of fines and fees to ensure that they are set at appropriate amounts. Particular attention should be paid to fines and fees that have not been reviewed or adjusted in several years.

F. Unspent Balances, Zero-Based Line Items, and Salary Savings

The Planning and Budget Office is instructed to annually review the last three years of unspent operating funds, and consider whether it would be reasonable to reduce the budget without substantially affecting service levels. The primary purpose of this review is to identify opportunities for repurposing these unspent funds to help pay for critical needs across Travis County that may need additional funding, before simply increasing the budget.

Offices and departments will be asked to build selected budget line items from the ground up ("zero-based" budgeting), such as leases, maintenance contracts, other purchased services, consulting, and contributions to grants. Other line items that may become subject to zero-based budgeting could be identified during budget development. Each year, the Planning and Budget Office is also instructed by the Commissioners Court to ensure that the budget for salary savings reflect vacancy trends in each of the offices and departments.

G. Pilot Programs

The Fiscal Year 2013 Adopted Budget included funding for various pilot programs or services, which are typically funded on an annual basis during the early stages of the new program or services. These programs and services are evaluated each year during the budget process to determine whether continued funding is appropriate. Requests to continue funding pilot programs or services must include the relevant performance measures to allow the Planning and Budget Office to make an informed recommendation to the Commissioners Court regarding Fiscal Year 2014 funding.

H. Programs Moved from Ongoing Status to One-Time Funding

Over the past several budget cycles, the Commissioners Court approved moving the funding for several programs from ongoing to one-time status. This change as primarily due to uncertainties related to program revenue collections. Any programs moved to one-time status in Fiscal Year 2013 have been removed from the Fiscal Year 2014 target budgets of offices and departments, and will need to be requested for reconsideration in Fiscal Year 2014.

I. Promote Efficiencies

The Commissioners Court is very supportive of County employees and management identifying ways in which operations can be improved, and where efficiencies may be gained that could result in reduced or avoided costs. Offices and departments, as well as individual employees, are encouraged to submit ideas that support these endeavors. Budget forms will provide a section that allows offices and departments to describe efficiencies that they have implemented over the last year, as well as any cost-neutral programs being explored for implementation.

J. Future Unknowns

There are a variety of issues that could have an impact on the development of the Fiscal Year 2014 budget. The Planning and Budget Office will work with departments and offices to continue monitoring these issues, and keep the Commissioners Court apprised of any substantive changes. Such issues include:

- Changes in new construction estimates and/or increased litigation from property tax valuations
- Decreases in tax collections
- Reductions or eliminations of state and federal grant awards and programmatic funding
- Increases in the County's contributions for employee and retiree healthcare, including any unanticipated impact associated with the Affordable Care Act
- Unanticipated costs due to the implementation of the new financial system and/or the replacement of the Justice Courts case management system
- Unexpected or uncontrolled increases in court-appointed attorneys fees and/or Sheriff's Office overtime/medical services
- Cost increases and/or reductions to revenue related to the ongoing discussions with the City of Austin on the central booking and emergency medical services
- Costs associated with the continued impact of state changes to the Juvenile and Adult Probation departments

Item 22

Travis County Commissioners Court Agenda Request

Meeting Date: 02/26/2013, 9:00 AM, Voting Session
Prepared By/Phone Number: Planning and Budget Office
Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Consider and take appropriate action regarding a request from National Instruments for financial incentives and an economic development agreement.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
National Instruments has requested financial incentives under an economic development agreement to establish a research and development center in Travis County, to create jobs, and to make investments in Travis County that will increase the value of the County's tax base. The State of Texas announced its commitment to invest $4.4 million through the Texas Enterprise Fund in National Instruments, contingent upon finalization of local incentives. The Austin City Council is considering an economic development agreement with the company over two City Council meetings (February 28th and March 7th).

A presentation to the Commissioners Court is attached to the agenda item for the public hearing that summarizes key information about National Instruments, the major elements of the proposed project, and the key terms of the proposed agreement. Staff will be prepared to present this information to introduce the public hearing scheduled on February 26, 2013, at the Commissioners Courtroom located at 700 Lavaca. After receiving public comment, the Commissioners Court will consider the draft economic agreement for approval on at their voting session on March 5, 2013. National Instruments is not requesting any exceptions or waivers to the County's current economic development policy.

STAFF RECOMMENDATIONS:
The Planning and Budget Office seeks public comment and direction from the Commissioners Court regarding the proposed key terms in an economic development agreement with National Instruments. The Planning and Budget Office recommends approval of the agreement, which will be brought forward to the Commissioners Court for consideration on March 5, 2013. The agreement is in compliance with the County's economic development policy.

ISSUES AND OPPORTUNITIES:
N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Jessica Rio
County Judge's Office	David Salazar

Item 23

Travis County Commissioners Court Agenda Request

Meeting Date: 02/26/2013, 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. Annual application to the Office of the Governor, Criminal Justice Division for the Family Drug Treatment Court program in the Civil Courts;
B. Annual application to the Office of the Governor, Criminal Justice Division for the Family Violence Accelerated Prosecution Program in the County Attorney's Office;
C. Annual application to the Office of the Governor, Criminal Justice Division for the Trauma Informed Assessment and Response program in Juvenile Probation;
D. Application to the U.S. Dept. of Health and Human Services/ Administration for Children and Families for the Parenting in Recovery program in Health and Human Services Department to carryover unexpended FY 2012 grant funds to the current contract;
E. Contract Amendment with the Texas Department of Public Safety to close out the 2010 UASI - Chemical Biological Radiological Nuclear Explosive (CBRNE) Strike Team Coordinator Program in the Emergency Services Department;
F. Grant contract with The Laura and John Arnold Foundation for the Justice Reinvestment Initiative in Criminal Justice Planning to provide permanent supportive housing for chronically homeless, mentally ill individuals and frequent offenders; and
G. Annual contract with the Capital Area Trauma Advisory Council to receive Texas Department of State Health Services resources for safety equipment and training for the Starflight Program.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Items A-C and item G are routine items to continue existing programs. Item D is a request to apply unspent Parenting-in- Recovery FY 2012 grant funds to the current FY 2013 program. Item E is a request to simply close out a grant that has ended, but requires formal action from the grantor. Item F is a supplement to the main Justice Reinvestment Initiative approved on 02/19/13.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

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

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no additional funding resulting from these items.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Leslie Browder
County Judge's Office	David Salazar

TRAVIS COUNTY

2/26/2013

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2013

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

	Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
Application												
A	122	Family Drug Treatment Court	09/01/13 - 08/31/14	$143,438	$0	$0	$0	$143,438	1.00	R	C	7
B	119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	$84,954	$34,053	$0	$17,088	$136,095	1.77	R	MC	41
C	145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	$193,808	$0	$0	$0	$193,808	0.50	R	MC	65
D	158	Parenting in Recovery II*	09/30/12 - 09/29/13	$625,747	$0	$268,195	$0	$893,942	1.00	R	EC	86
Contracts												
E	147	2010 UASI Chemical Biological Radiological Nuclear Explosive (CBRNE) Strike Team Coordinator*	08/01/10 - 12/31/12	$250,000	$0	$0	$0	$250,000	1.00	R	E	103
F	155	Justice Reinvestment Initiative (Arnold Foundation)	03/01/13 - 02/28/15	$69,012	$0	$0	$0	$69,012	-	R	F	108
G	159	Capital Area Trauma Regional Advisory Council	05/01/12 - 08/31/13	$10,101	$0	$0	$0	$10,101	-	R	G	130

** 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
117	Southeast Travis County Historical Survey	10/01/12 - 09/30/14	$7,500	$0	$6,000	$1,500	$15,000	-	10/30/2012
119	Underage Drinking Prevention Program	10/01/13 - 09/30/14	$161,204	$0	$35,951	$55,000	$252,155	3.00	11/6/2012
124	Formula Grant- Indigent Defense Grants Program	10/01/12 - 09/30/13	$441,998	$0	$0	$0	$441,998	-	11/27/2012
145	Juvenile probation Pre-Doctoral Psychology Internship Program	7/1/13- 6/30/14	$34,306	$0	$0	$0	$34,306	-	12/4/2012
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards	4/1/2013- 3/31/2014	$100,000	$0	$0	$0	$100,000	-	1/8/2013
145	Juvenile Treatment Drug Court	9/30/2013- 9/29/2014	$199,970	$0	$0	$0	$199,970	-	1/8/2013
145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	09/01/13 - 08/31/14	$61,334	$6,814	$0	$0	$68,148	-	1/22/2013
158	Coming of Age (CNCS)	04/01/13 - 03/31/14	$50,495	$324,753	$0	$0	$375,248	6.80	1/22/2013
147	Emergency Management Performace Grant	10/01/12 - 09/30/13	$71,221	$71,221	$0	$0	$142,442	-	2/5/2013
137	TCSO Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	$23,092	$0	$34,639	$0	$57,731	1.00	2/5/2013
137	TxDOT Impared Driving Mobilization	03/1/13 - 09/30/13	$16,906	$5,684	$0	$0	$22,590	-	2/5/2013
124	Travis County Veterans' Court	09/01/13 - 08/31/14	$233,124	$0	$0	$0	$233,124	2.00	2/19/2013
124	Veterans Commission Grant	07/01/13 - 06/30/14	$49,470	$0	$0	$0	$49,470	-	2/19/2013
139	Travis County Adult Probation DWI Court	09/01/13 - 08/31/14	$228,460	$0	$0	$0	$228,460	4.00	2/19/2013
145	The Eagle Soars: An Educational and Career Development Program	09/01/13 - 08/31/14	$115,955	$0	$0	$0	$115,955	-	2/19/2013
145	Enahncing Services for Victims of Crime	09/01/13 - 08/31/14	$62,886	$15,722	$0	$0	$78,608	1.00	2/19/2013
145	Drug Court & In-Home Family Services	09/01/13 - 08/31/14	$181,000	$20,111	$0	$0	$201,111	0.23	2/19/2013
142	Drug Diversion Court	09/01/13 - 08/31/14	$155,838	$0	$0	$0	$155,838	2.00	2/19/2013
			$2,194,759	$444,305	$76,590	$56,500	$2,772,154	20.03	

**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
119	Family Violence Protection Team*	10/1/2010 03/31/2012	$699,507	$168,239	$0	$0	$867,746	4.50	10/23/2012
122	Family Drug Treatment Court	09/01/12 - 08/31/13	$137,388	$0	$0	$0	$137,388	1.00	10/23/2012
145	Drug Court & In-Home Family Services	09/01/12 - 08/31/13	$66,428	$7,381	$0	$0	$73,809	0.09	10/23/2012
158	Comprehensive Energy Assistance Grant*	01/01/12 - 12/31/12	$4,546,172	$0	$0	$0	$4,546,172	-	10/23/2012
158	Low Income Home Energy Assistance Program (LIHEAP) Weatherization Program	04/01/12 - 03/31/13	$817,334	$0	$0	$0	$817,334	-	10/23/2012
124	Travis County Veterans' Court	09/01/12 - 08/31/13	$186,000	$0	$0	$0	$186,000	2.00	10/30/2012
142	Drug Diversion Court	09/01/12 - 08/31/12	$132,585	$0	$0	$0	$132,585	1.00	10/30/2012
158	Parenting in Recovery II	09/30/12 - 09/29/13	$500,000	$0	$214,286	$0	$714,286	2.00	11/6/2012
158	Targeted Low Income Weatherization Program (TLIWP)	10/01/12 - 12/31/12	$42,061	$0	$0	$0	$42,061	-	11/6/2012
158	Seniors and Volunteers for Childhood Immunization (SVCI)	09/01/12 - 08/31/13	$8,845	$0	$0	$0	$8,845	0.14	11/20/2012
158	Coming of age (DADS)	09/01/12 - 08/31/13	$24,484	$24,484	$0	$0	$48,968	-	11/20/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
158	DOE Weatherization Program	04/01/12 - 03/31/13	$60,471	$0	$0	$0	$60,471	-	11/20/2012
158	Atmos Energy Share the Warmth	11/01/12 - 10/31/13	$13,188	$0	$0	$0	$13,188	-	11/20/2012
139	Travis County Adult Probation DWI Court	09/30/12 - 09/29/13	$206,515	$0	$0	$0	$206,515	2.85	11/27/2012
137	State Criminal Alien Assistance Program-SCAAP 12	07/01/10 - 06/30/11	$492,999	$0	$0	$0	$492,999	-	11/27/2012
147	"Remembering When" Scholarship	12/02/12 11/01/13	$4,000	$0	$0	$0	$4,000	-	11/27/2012
158	Comprehensive Energy Assistance Program (CEAP)*	1/1/12- 12/31/12	$4,546,172	$0	$0	$0	$4,546,172	4.00	12/4/2012
145	National School Lunch/Breakfast Program*	7/1/12- 6/30/13	$217,219	$0	$0	$0	$217,219	-	12/4/2012
158	Title IV-E Child Welfare Services	10/01/12 - 09/30/13	$36,488	$81,190	$0	$0	$117,678	-	12/11/2012
137	2012 Byrne Justice Assistance Grant	10/01/12 - 09/30/15	$86,000	$0	$0	$0	$86,000	-	12/18/2012
158	2012 Phase 30 Emergency Food and Shelter Program	04/01/12 - 03/31/13	$25,000	$0	$0	$0	$25,000	-	12/18/2012
140	Safe Havens: Supervised Visitation and Safe Exchange program*	10/1/10- 9/30/13	$400,000	$0	$0	$0	$400,000	-	12/28/2012
145	Juvenile Front End Therapeutic Services Program*	09/01/11- 08/31/12	$17,617	$0	$0	$0	$17,617	-	1/22/2013
145	Residental Substance Abuse Treatment Program*	10/01/11 - 09/30/12	$132,063	$47,512	$0	$0	$179,575	1.00	1/22/2013
145	Eagle Resource Project*	09/01/11- 08/31/12	$34,628	$0	$0	$0	$34,628	-	1/22/2013
137	Sheriff's Office Command & Support Vessel*	09/01/12 - 06/30/13	$250,000	$0	$0	$0	$250,000	-	1/29/2013
137	2010 UASI-Tactical Response Vehicle*	08/01/2010 - 07/31/12	$475,000	$0	$0	$0	$475,000	-	2/12/2013
147	2010 HSGP _ Travis County Haz. Mat. Detection and Decontamination Equipment and Related Maintenance*	08/01/2010 - 07/31/12	$39,938	$0	$0	$0	$39,938	-	2/12/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
155	Justice Reinvestment Inititiave	03/01/13 - 02/28/15	$300,000	$0	$0	$0	$300,000	-	2/19/2013
*Amended from original agreement.			$14,971,031	$400,027	$214,286	$0	$15,585,344	23.08	

FY 2013 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC: Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
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	Yes
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	Yes
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	Yes
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	Yes
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	Yes
145	Residental 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	Yes
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
158	Comprehensive Energy Assistance Program	1/1/2013- 12/31/2013	$29,196	$200,000	$229,196	4.00	3/31/2013	1/8/2013	N/A	No
	Totals		$305,611	$200,000	$505,611	12.00				

TRAVIS COUNTY

FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: ☑	Permission to Continue: ☐
	Contract Approval: ☐	Status Report: ☐
Check One:	Original: ☑	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☑
Department/Division:	Civil Courts (122)	
Contact Person/Title:	Darlene Byrne, Judge, 126th District Court / Peg Liedtke, Director of Civil Courts	
Phone Number:	854-9300 / 854-9364	

Grant Title:	Family Drug Treatment Court (Grant #1974707)			
Grant Period:	From:	Sep 1, 2013	To:	Aug 31, 2014
Fund Source:	Federal: ☐	State: ☑	Local: ☐	
Grantor:	Office of the Governor, Criminal Justice Division's Drug Court Program			
Will County provide grant funds to a sub-recipient?	Yes: ☐	No: ☑		
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: ☐	No: ☑		
Originating Grantor:				

Budget Categories	Grant Funds	County Cost Share	***Budgeted County Contribution #595010 (Cash Match)***	In-Kind	**TOTAL**
Personnel:	$ 68,860	$ 0	$ 0	$ 0	$ 68,860
Operating:	$ 69,200	$ 0	$ 0	$ 0	$ 69,200
Capital Equipment:	$ 2,566	$ 0	$ 0	$ 0	$ 2,566
Indirect Costs:	$ 2,813	$ 0	$ 0	$ 0	$ 2,813
Totals:	$ 143,438	$ 0	$ 0	$ 0	$ 143,438
FTEs:	1.00	0.00	0.00	0.00	1.00

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

Department	Review	Staff Initials	Comments
County Auditor	☐		
County Attorney	☐		

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ | -	Applicable Departmental Measures				
1.	Number of new enrollments in the program	27	20	24	24
2.	Number of participants in the program	56	40	44	48
3.	Number of people assessed for eligibility to participate in the program	42	25	32	32
+ | -	Measures for the Grant				
1.	Number of participants employed or enrolled in school at the time of drug court graduation	9	6	6	8
	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.			
2.	Number of participants that earn a GED, high school diploma, or vocational training credential while in the program	2	1	1	2
	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			
3.	Number of participants that successfully complete the program	14	8	8	10
	Outcome Impact Description	Indicates the number of successful graduates from the FDTC program this fiscal year.			

PBO Recommendation:

This grant application is to continue the intensive services provided to parents with substance abuse problems that are in the family court system for FY 14.

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 one?

The mission of the FDTC 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 vision of the FDTC is for parent participants to become sober, responsible caregivers so they can ensure the safety and well-being of their children. 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 approval to submit the application for continued funding for the Travis County Family Drug Treatment Court program in FY 2014. The application is for a 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 Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), 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.

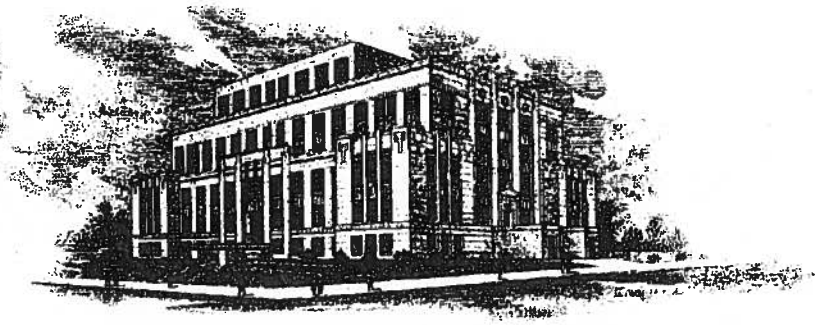
6. If this is a new program, please provide information why the County should expand into this area.

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
Herman Marion Sweatt Courthouse
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

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

FROM: Peg Liedtke, Director of Court Management, Civil Courts

DATE: February 12, 2013

RE: Grant Application Approval, Criminal Justice Division's Drug Court Program Grant - Family Drug Treatment Court (FDTC)

The Civil Courts are requesting grant application approval to seek funding to continue the Family Drug Treatment Court (FDTC) program from the Governor's Office Criminal Justice Division - Drug Court Program.

There is a great need for prevention programs that target substance abusing parents for child abuse and neglect cases. The continuation of the Travis County Family Drug Treatment Court (FDTC) is vital to families in our community. The purpose of this 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.*

Please review this item and place it on the agenda for Commissioners' Court for their consideration. Thank you in advance for your attention to this matter. If you have any questions or concerns, please feel free to contact me at extension 4-9364.

[Print This Page]

Agency Name: Travis County
Grant/App: 1974707 **Start Date:** 9/1/2013 **End Date:** 8/31/2014

Project Title: Family Drug Treatment Court
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460001922000

Application Eligibility Certify:
Created on:1/29/2013 10:58:37 AM By:Michelle Kimbrough

Profile Information

Applicant Agency Name: Travis County
Project Title: Family Drug Treatment Court
Division or Unit to Administer the Project: District Courts/ Civil Courts
Address Line 1: 1000 Guadalupe St.
Address Line 2:
City/State/Zip: Austin Texas 78701-1748
Start Date: 9/1/2013
End Date: 8/31/2014

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

Grant Officials:

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

Project Director
User Name: Peg Leidtke
Email: peg.liedtke@co.travis.tx.us
Address 1: 1000 Guadalupe St.
Address 1:
City: Austin, Texas 78701
Phone: 512-854-9364 Other Phone:
Fax: 512-854-9332
Title: Ms.
Salutation: Ms.

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Grant Writer
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Title: Ms.
Salutation: Ms.

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460001922000
Data Universal Numbering System (DUNS): 030908842

Narrative Information

Primary Mission and Purpose

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

Funding Levels
The anticipated funding levels for the Drug Court program are as follows:
- Minimum Award - $10,000
- Maximum Award - None
- Match Required - None

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

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

Program Requirements

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

Preferences
Preference will be given to:

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

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income to CJD through a formal grant adjustment and to secure CJD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless CJD authorizes otherwise. Program income shall be used to reduce the CJD award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Criminal History Reporting
Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public (DPS) Safety as directed in the *Texas Code of Criminal Procedure, Chapter 60.* The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Drug Court Program Requirements

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

Ten Essential Characteristics
Describe in detail how your program meets each of the 10 essential characteristics of a drug court.

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

The Travis County Family Drug Treatment Court (FDTC) Charter (adopted on August 18, 2010 and signed by all key partnering agencies and organizations) reads, "The primary goals of the FDTC are equivalent to the 10 Key Components of drug courts within the context of a family drug court. Those Components are as follows: FDTC integrates alcohol and other drug treatment services with the justice system case processing..." The Charter footnotes "The justice system referenced in this Charter is specific to the civil process through which child welfare suits are litigated." (The FDTC Charter has been included in the uploaded documents attached to this application.) The FDTC achieves this goal through ongoing communication by a multi-disciplinary team of professionals. Included on the Drug Court Team are representatives from the Travis County District Attorney's Office, the Parent's Attorneys, Presiding Judge, Child Protective Services, Court Appointed Special Advocates (CASA), the Office of Child Representation, Austin Travis County Integral Care (therapists for the children), Substance Abuse Treatment representatives, Housing service representatives, the Drug Court Coordinator, the Parenting in Recovery Director and any other service provider as agreed by the team. Currently these additional service providers include a representative from Communities for Recovery (a local organization dedicated to providing volunteer peer supports to assist individuals in achieving long-term recovery from chemical dependency and/or dual disorders) and a representative from Safe Place (an organization dedicated to support and advocacy for victims of sexual assault and domestic violence). Most, if not all, of this diverse group of professionals are present for staffing, drug court hearings, a monthly meeting to discuss current operations of the Court, and any other committee meetings to discuss policies and procedures of the FDTC. Members of the Travis County FDTC team hold a variety of professional licensures including those in Chemical Dependency Counseling, Social Work, Law, and one professional has a PhD in psychology. Additionally, most team members (with the exception of the Judge due to ex-parte communication concerns) communicate regularly via email, telephone, and sometimes attend face to face meetings with clients together. These communications solidify the unity of the Court system with treatment provision and ensure that judicial interventions are therapeutically beneficial for the clients.

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

Another goal included in the FDTC Charter is "Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights." The FDTC achieves this goal through the prompt appointment of an attorney for any parent considering participation in the program. Currently there are three attorneys with additional training on the Drug Court model who are specifically designated to represent parents in the FDTC program. Initially, each attorney's appointment is limited in scope to a one time consultation with a potential participant on the program's expectations and their rights and responsibilities should they decide to join. The attorney reviews the FDTC contract with the potential participant and answers his or her questions. This attorney is then fully appointed by the Court if the potential participant signs the FDTC contract and the attorney continues to represent him/her as the participant progresses through the program. FDTC staffing occurs every week for those participants who are on the docket. Attorneys (including both the Assistant District Attorney and the parent's attorney), child advocates (including Child Protective Services, the attorney ad litem for the children, and the guardian ad litem for the children), and other team members discuss recommendations for orders with the Judge as these relate to each participant. Team members also discuss child safety concerns with the Court during this time in order to promote public safety. Once the Judge has made a decision on the orders and staffing is concluded, the majority of the hearing time is spent on direct interaction between the Judge and the participant. This leads to a Courtroom environment that is less adversarial and provides the Judge with an opportunity to provide support and accountability directly to the FDTC participant. During this time and based on these interactions, the Judge may decide to change the orders that were discussed during the staffing.

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

The FDTC Charter reads, "FDTC identifies participants early and places them in the drug court program promptly." The FDTC accomplishes this goal by having Child Protective Services (CPS) identify potential participants who are eligible for the program prior to the filing of the lawsuit. Criteria for participation in the program involve the timing and nature of the original referral to the CPS hotline. In order to be considered for the program, the referral must allege one of three things: 1.) a mother is pregnant, is using drugs/alcohol, and has a child (ren) in the home who are age 0-5; 2.) a mother has delivered a baby and either she or the baby test positive for drugs or alcohol at the time of the birth; or 3.) a mother is using drugs and has a child(ren) ages 0-5 in the home. The program accepts both the mothers that meet these criteria and the fathers of these children. Additional criteria are that the parent must meet criteria for substance abuse or dependence as determined by a qualified substance abuse treatment professional, must be willing to participate in the recommended treatment, and cannot have a mental illness that precludes participation in this treatment. There must also be a reasonable expectation of eventual family reunification by CPS and CPS must not be seeking custody of the child(ren). When these criteria for the program are met and a lawsuit is filed, the Court is made aware of the participant's eligibility for the FDTC program, the potential participant is appointed an attorney for limited purpose consultation (see above, component #2), and the participant is invited to observe drug court hearings. From that time, it takes approximately 1-2 weeks for the participant to be enrolled in the Drug Court program if they choose to sign the contract. Sometimes participants are enrolled in the drug court program prior to the first CPS Court hearing (which must occur within 14 days of the filing of the petition). Most parents are already enrolled in substance abuse treatment and in some cases have gone to inpatient treatment with their child(ren) prior to the filing of the lawsuit.

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

The FDTC Charter reads, "FDTC provides access to a continuum of alcohol, drug, and other related treatment and rehabilitation services." The Travis County FDTC currently accomplishes this goal by ensuring that all participants enrolled in the program are assessed by a licensed chemical dependency counselor or another professional of equivalent training for immediate placement into substance abuse treatment. This assessment, in most cases, occurs prior to enrollment in the FDTC program because of funding available to participants through a federal grant administered to Travis County Health and Human Services and Veterans Services called Parenting In Recovery (for mothers) and Travis County general funding (for fathers). Most drug court participants promptly begin 90 days of inpatient substance abuse treatment at Austin Recovery paid for by one of these funding sources. The participant is Court ordered to continue to follow the clinical recommendations of the treatment provider as they progress through the Drug Court program. Participants in the FDTC are also provided with access to local intensive outpatient treatment programs, aftercare programs, volunteer peer recovery coaching services, transitional/ sober housing, and other services based on their level of need and funding availability. Additionally, two of the FDTC team members that attend weekly staffing are Licensed Chemical Dependency Counselors who are able to provide the Court recommendations for ongoing treatment and discuss these recommendations with the other members of the team. If a participant is having trouble accessing treatment or another service, team members can intervene quickly and correct the problem through appropriate case management. During their participation in the program all FDTC participants are Court ordered to attend 12 step meetings and to work with a sponsor on the 12 steps to recovery. They are also required to document meeting attendance and to report their individual progress on 12 step work to the Court during the hearings.

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

The Charter reads, "FDTC monitors abstinence through frequent testing for alcohol and drug use." The Court accomplishes this goal by urinalysis testing all participants an average of once a week for opiates, cocaine, methamphetamines, marijuana, benzodiazepines, PCP, and others substances that vary by the contracted lab performing the test. Additionally, all participants must submit hair follicle tests for prior drug use for a time frame of 0-90 days for cocaine, opiates, PCP, marijuana, and amphetamines at least once every three months and they must have a negative hair follicle test in order to advance to higher phases in the FDTC program. Participants are also tested for alcohol through the use of Ethyl Glucuronide (ETG)/ Ethyl Sulfate (ETS) alcohol tests approximately once a month if they had no significant alcohol use history prior to joining the FDTC program and participants who had significant alcohol use history or tested positive for alcohol while in the FDTC are tested every time they submit a urinalysis test (an average of weekly). These ETG/ ETS tests detect alcohol use for up to the last 80 hours approximately. In 2011 the Court also began testing participants' urine samples (via contracted labs) for designer drugs such as Spice/ K2, a synthetic form of marijuana, and bath salts in response to concerns that several participants were using these substances. Often participants do not know which substances (standard panel, ETG/ETS, or designer drugs) they are being tested for when they submit to random urinalysis testing. Participants are tested randomly and through the use of a call-in system. They are assigned a color and must call a voicemail several times a week to determine if those with their assigned color are requested to submit a test that day. Phases III and IV must call in every Monday, Wednesday, and Friday. Phases I and II, Relapse Phase, and Cautionary Phase must call in everyday.

Compliance Strategy – A coordinated strategy to govern program responses to participants' compliance.
The Charter reads, "A coordinated strategy governs drug court responses to participants' compliance." The FDTC accomplishes this goal through the use of a documented and standardized system of rewards and consequences (aka incentives and sanctions). The FDTC Operations Committee designed a chart of set consequences and rewards that are utilized each week during FDTC staffing as a guideline to respond to participant behaviors. The chart is present on each table during staffing and is referred to by team members as necessary. For example, one participant behavior that is outlined for consequence in the chart is missing requested drug tests. When a participant misses a drug test for the first time, he or she is assigned 8 hours of community service. When he or she misses a drug test for a second time, he or she is placed in Cautionary Phase (which corresponds to the limited privileges of someone in Phase I). When a participant has missed 3 or more drug tests, the Court may choose to set the case on the docket for contempt hearing. The Court then hears evidence regarding the participant's compliance or lack of compliance with Court orders. The Judge may then decide to impose a jail sentence as a sanction for failure to follow the Court's order to submit to random drug tests as requested. An example of a program incentive is that participants who have followed all Court orders from their last Drug Court hearing are allowed to obtain a gift from the "treasure box." This box contains small items donated by community members such as lotions, jewelry, children's toys, magazines, blankets, diapers, and other items. The incentives and sanctions chart is utilized as a guideline so that responses are consistent and are perceived as fair among participants when they compare their consequences/ rewards to those given to other participants. The team members and the Judge do have the discretion to contradict the chart in response to participant behavior based on individualization of case planning and individual circumstances; however, this is not a frequent occurrence.
Judicial Interaction – Ongoing judicial interaction with program participants.
The FDTC Charter reads, "Drug court participants receive essential ongoing judicial interaction." The FDTC accomplishes this goal through designating one Judge for the Drug Court docket who also hears all FDTC participants' cases on the regular CPS docket. One Judge interacts with the participant throughout the entirety of his or her CPS court case. Initially participants are scheduled for hearings once a week and this schedule continues while they are in Phase I. When participants progress to Phase II of the program, they progress to having drug court hearings only once every two weeks. For Phase III they are required to attend hearings every three weeks and for Phase IV, they are required to attend every four weeks. In short, as participants progress through the program, their number of monthly interactions with the Judge decreases because it is assumed that they are more accountable for their own behaviors and require less restrictive Court intervention. Additionally, the FDTC team can recommend and the Judge can ultimately decide to schedule a participant for more or less frequent Court appearances as a sanction or incentive. During FDTC hearings, the participant and the Judge are the primary persons engaging in communication and interaction. Although some minimal feedback is provided by team members during Drug Court hearings, the Judge's interactions with the team primarily occur during staffing. This allows the Judge to spend the majority of the hearing communicating and developing a one on one relationship with the participant.
Evaluation – Monitoring and evaluation of program goals and effectiveness.
The FDTC Charter reads, "Monitoring and evaluation measure the achievement of program goals and gauge effectiveness." Additionally, the FDTC Charter has a section that emphasizes the FDTC team's commitment to evaluation of the program. This section reads, "The FDTC is committed to collecting, maintaining, and utilizing data to improve the practice model. The FDTC will promote a sustained evaluation component as part of the program design. The following criteria will be evaluated, assessed, and shared amongst the partners to be used as a tool to continually improve the FDTC: self sufficiency of participants, abstinence and law-abiding behavior, child safety, cost-benefit analysis." The FDTC monitors and evaluates the program goals by maintaining an on-line database that tracks participant progress through the program. The Drug Court Coordinator and Parenting in Recovery Director collect data on child placement outcomes, demographics, number of treatment episodes, success of treatment episodes, services provided, re-referrals to CPS, re-filings with the Court, arrests while in the FDTC program and thereafter, and achievement of educational and employment goals. This data is shared (in various forms) with the Office of the Governor, the governing bodies of the FDTC, and federal funding sources. Additionally, the Parenting in Recovery grant has an evaluation component that includes a comparison between families of FDTC participants and a control group of CPS families that do not participate in this intervention. This year the Parenting in Recovery grant was extended for an additional two years with the understanding that part of the final evaluation would include a cost-benefit analysis and individual case studies of program participants. In October of 2011 the Travis County Health and Human Services and Veterans Services Office was awarded another federal grant to directly benefit the children of the FDTC participants. The new grant was entitled "The Children's Continuum." The outcomes that the FDTC program is tracking for this grant award include but are not limited to the percentage of families served by evidence based programs or best practices intervention models, percentage of children who obtain permanent placement while their parents are in the FDTC program, the number of children who received psychological or developmental assessments, the number of children and parents who receive insight oriented psychotherapy, the number of parent – child visits facilitated by a case aide, the number of children who demonstrate improvement on achievement of developmental milestones, and the number of parents who improve on their parenting skills based on a pre- and post-test rating scale. It is the hope of the FDTC program to improve the outcomes of the children as well as their parents through program services and judicial intervention.
Education – Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

The FDTC Charter reads, "Continuing interdisciplinary education promotes effective drug court planning, implementation, and operations." The Family Drug Treatment Court program achieves this program goal through providing all Drug Court team members with several training opportunities every year and ensuring that members of the drug court team are made aware of the latest research and best practices for Drug Courts as indicated by the National Association of Drug Court Professionals and the National Drug Court Institute. When funding is available, drug court team members attend the Texas Association of Drug Court Professionals Conference and the National Association of Drug Court Professionals Conference. During the last fiscal year, the Assistant District Attorney attended the National Association of Drug Court professionals conference and six drug court members (the Parenting in Recovery Director, Drug Court Coordinator, Project Director for the Children's Continuum grant, child therapist, social services assistant, and Judge) attended the National Family Drug Court Symposium in Anaheim, California in September of 2012. These conferences provided a wealth of information on best practices for drug court professionals (including those specific to family drug court professionals), appropriate and innovative interventions for working with children exposed to their parent's drug addiction, and the importance of gender specific treatment and trauma-informed care. Team members rotate attendance to these conferences as funding allows and new team members are provided with the first opportunity to attend. Prior to starting the FDTC program, all of these professionals attended training conferences and observed other drug courts throughout the state and the nation. All FDTC team members are also provided with a local, multi-disciplinary training opportunity at least four times a year hosted by the Parenting in Recovery director. Topics for these trainings have included the effects of prenatal drug exposure, best practices for parent-child visitation supervision, medication assisted treatment for opiate addiction, the difference between abstinence and recovery, and many others. As part of The Children's Continuum (see above, component #8) funding will provide training directly related to meeting the needs of children. Trainings regarding sensory integration, appropriate child development, and other child – specific topics have already been planned for the coming year. This grant will also provide for one of the FDTC team members to attend either the National Drug Court Institute specialty training or the National Association of Drug Court Professionals Conference each year. Parenting In Recovery (PIR) grant funding (see above, component #4) will provide the funds for the Center for Elimination of Disproportionality and Disparities (CEDD) to complete a program assessment and provide recommendations to improve practice. Additionally, through PIR funding, CEDD will provide 2 one day trainings on undoing racism and The Child Trauma Academy will provide a 2-Day workshop for the FDTC team. The Drug Court Coordinator and Parenting in Recovery Director also provide drug court team members with information on current research during monthly meetings. They have provided team members with the opportunity to view training videos regarding best practices for drug courts and related topics and to participate in conference calls with leading experts. Since they both have been with the program since its inception, they meet individually with new team members and provide additional training and information as soon as each new member joins the team. The Drug Court Coordinator regularly distributes information on upcoming webinars from Children and Family Futures, the National Child Traumatic Stress Network, The National Drug Court Institute, and other sources. It is always encouraged for members of the FDTC team to utilize on-line resources to enhance their education on drug court, substance abuse, and child welfare related topics.

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

The FDTC Charter reads, "Forging partnerships among drug courts, public agencies, and community-based organizations generates local support and enhances drug court program effectiveness." The FDTC program achieves this goal through ongoing interaction with the community. Since the FDTC program began accepting participants in February of 2008, representatives have presented the mission and goals of the program to the Travis County Commissioner's Court, the Austin City Council, members of the local media, Manos de Cristo dental clinic, private dentists, physicians, psychiatrists, St. Louise House transitional housing services, Workforce Solutions, Blackland Community Development Corporation, Oxford House and other sober living home management, local and statewide substance abuse treatment facilities, the Medical Assistance Program of the City of Austin, Safe Place, the Department of Assistive and Rehabilitation Services (DARS), Lone Star Circle of Care (a federally funded community clinic for indigent and under-insured families), and many other governmental, non-profit, and private organizations. Many of these organizations have either formal or informal agreements with the Court and Travis County Health and Human Services and Veterans Service to provide services and supports to participants of the program and referral processes are streamlined for greater effectiveness. The FDTC has also added members to the staffing team since inception in 2008 and hopes to continue to expand the community collaboration to ensure the best possible outcomes for the FDTC participants. Finally, the Austin American Statesman has published an article about the program featuring the first FDTC graduate and a brief DVD describing the program has been created by the Travis County Audio-Visual Department.

Drug Court Program Requirements

General Approaches

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

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

Select all that apply:

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

Observation

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

Policies and Procedures

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

Information Sharing

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

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

126th Judicial District Court of Travis County (Civil Courts)

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

Enter the date [mm/dd/yyyy]:

2/18/2008

Drug Court Type

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

Select the type of drug court that will be operated:
_ Adult
_ Veterans
X Family
_ Juvenile
_ N/A

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

Select the appropriate response:
X Yes
_ No
_ N/A

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

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

The Honorable John Hathaway, Associate Judge 512-854-9300 john.hathaway@co.travis.tx.us

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

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

Michelle Kimbrough, LCSW 512-854-8876 office 512-656-1536 cell michelle.kimbrough@co.travis.tx.us

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

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

Select the appropriate response:
X Yes
_ No
_ N/A

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

Select the appropriate response:
X Yes
_ No
_ N/A

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

Enter the federal funding description:

OOG/ CJD provided federal grant funding to the Family Drug Treatment Court from the Department of Justice Edward Byrne Memorial Justice Assistance Grant Program for grant periods of 09/01/07-08/31/08 and 09/01/09-08/31/10. For the grant period of 09/01/07-08/31/08 state funding was switched to federal funding part-way through the grant period. The amount of federal funding awarded was $84,419.75. For the grant period of 09/01/09-08/31/10 the amount of federal funding awarded was $108,307.48. Both of these grants were utilized in prior fiscal years and will not affect funding for fiscal year 2012-2013. Although the following two sources of funding are not awarded to the Travis County Civil Courts directly, they are awarded to another agency within Travis County and directly benefits parents and children involved in the FDTC program: The Office of Juvenile Justice and Delinquency Prevention (OJJDP) awarded Travis County Health and Human Services and Veterans Service (HHS/VS) a $550,000 grant for a period of 3 years to support the children of the FDTC program participants. This grant runs from 10/01/11-9/30/14 and is entitled "The Children's Continuum." The funding provides for a full-time case aide to transport children to medical, psychological, developmental and other appointments and to facilitate visitation between parents and children when the children are not placed in their parents' care. The grant provides for a full-time child therapist to conduct assessments on all of the children and to properly refer them to necessary developmental, medical, and therapeutic services. The therapist conducts intensive insight-oriented psychotherapy between parents and children when there is concern about the quality of the parent/child bond. Grant funding also provides the children with developmental and psychological therapies, parenting training, behavioral aides, and specialty therapies such as art, music and equine therapy. Finally, funding provides for training opportunities for the entire FDTC team and will allow one team member per year to attend a National Training Conference sponsored by the National Association of Drug Court Professionals or the National Drug Court Institute. Another federal funding source for participants of the FDTC program is the Parenting in Recovery (PIR) grant. The original grant award was for $2.5 million to the Travis County HHS/VS office from the National Center for Substance Abuse and Child Welfare and the Substance Abuse and Mental Health Services Administration. The grant was for a period of 5 years running from 10/1/07 to 9/30/12. This fall the PIR grant was extended for an additional two years (running from 10/1/12-9/30/14) in the amount of $1 million. The PIR extension grant continued some services already provided to FDTC families and provided additional services and supports for the extended grant period. The PIR program continues to serve 18 – 20 mothers per year that are also participants in the FDTC program. Although all PIR participants are in the FDTC, not all FDTC participants are in PIR. This reality is due to the fact that PIR only serves mothers and their children and the FDTC program serves both parents and their children. The majority of PIR funding continues to be devoted to 90 days of inpatient substance abuse treatment and housing expenses for a period of up to 9 months. The funding also continues to provide for wrap around support services that include but are not limited to dental care, utility bill assistance, medications, psychiatric treatment, and other fees. Additionally, funding continues to provide for a part-time housing case manager that assists families with applying for and finding appropriate housing in the Austin area. New services and supports provided by the Parenting in Recovery extension grant include funding for one full-time Attorney Ad Litem position to represent the children of the FDTC participants. (Although all children had Court-appointed attorney ad litems to represent them in previous years, the attorney could not participate in FDTC staffing and hearings due to funding constraints. The PIR extension funding was able to close this service gap and provides for better advocacy for children through the FDTC process.) PIR extension grant funding also provides for another full-time therapist for the children of the FDTC participants and for additional training and evaluation (as detailed above in the sections regarding key components #8 and #9).

TDSHS - CMBHS Registration

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

Civil Rights Liaison

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

Enter the Name of the Civil Rights Liaison:

Kimberly Austin-Smith, Employment Specialist

Enter the Address for the Civil Rights Liaison:

700 Lavaca Suite 420 Austin, Texas 78701

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

512-854-9165

Certification

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

X **I certify to all of the above eligibility requirements.**

Problem Statement:

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

Enter your problem statement:

A significant number of child abuse/neglect civil lawsuits in Travis County involve the substance abuse or dependence of at least one parent. There is also evidence to suggest that the number of confirmed child victims of abuse/ neglect and the number of Child Protective Services initiated civil lawsuits in Travis County is increasing. Child abuse/neglect cases due to parental substance abuse or dependence pose immense challenges for the Travis County Civil Court System, local child welfare systems, and treatment providers. Due to the complex nature of substance abuse and dependence and the amount of intervention necessary to begin the journey of recovery for a lifetime, the existing family court and child welfare systems are not equipped to handle these cases effectively. As a result, parents continue their addictions while their children, unable to return home, languish in foster care or are placed for adoption with strangers. The Travis County Civil Courts believe that the Family Drug Treatment Court effectively assists parents with overcoming substance abuse and dependency in order to safely parent their children.

Supporting Data:
Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.
Enter your supporting data:
In Travis County, Child Protective Services reported 2 child fatalities as a result of abuse/neglect and confirmed 3,045 victims of abuse/neglect in fiscal year 2012. Travis County Child Protective Services removed a total of 478 children in this same year and served a total of 1,496 children in substitute care, 956 of which were in foster care. The cost to the state was a total of $11,696,686 in foster care payments for Travis County children. There is also evidence that these numbers and the costs are increasing. In fiscal year 2012 the number of confirmed victims of abuse/neglect, the number of children removed from their homes, the number of children in substitute care, the number of children in foster care, and the cost of foster care to the state and the federal government were higher than in fiscal year 2010 (Texas Department of Family and Protective Services, Data Books 2010 and 2012). In calendar year 2012, the civil courts of Travis County served a total of 1,953 children with active child abuse/neglect civil lawsuits brought to the attend of the Court through a petition by Child Protective Services. In this same year the Travis County civil courts served an average of 682 families with active child abuse/neglect civil lawsuits each month, representing an increase from the average of 654 families per month in 2011. In 2012, the Court added an average of 39 newly filed cases to the docket every month and served an average of 1,185 children each month. These statistics represented an increase from 2011, when the Court added an average of 34 newly file cases to the docket each month and served an average of 1,168 children each month (Travis County Civil Courts, 2011 and 2012). Child Protective Services and Court staff estimate that between 40%-80% of these cases served by their respective systems are due to parental substance abuse or dependence. To address these problems, Travis County has been serving substance-abusing parents and their children who meet certain eligibility criteria through a Family Drug Court program since February of 2008. The Travis County Family Drug Treatment Court (FDTC) program served 48 families, 56 parents, and 76 children during the Travis County fiscal year of 2012 (10/1/11-9/30/12). Between 2/18/02 (starting date) and 10/23/12, 45% of the children served by the FDTC remained in the care of their parent(s) and 86% were either in the care of their parents or relatives at the close of the lawsuit. Therefore, the Travis County Courts believe the Travis County FDTC has significantly saved taxpayer expenses for foster care, adoption subsidy, and other services for children in the substitute care of the state. Since the program began in February of 2008, there have been 40 parents that have successfully completed the program and maintained custody of their 54 children. The FDTC program has gradually increased in numbers from 1 participant at the beginning of March 2008. As of February 4, 2013, the FDTC program has served a total of 131 participants.

Community Plan:
For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.
Enter your community planning needs:
Page 12 of the Fiscal Year 2012-2015 Travis County Community Plan For Coordination of Criminal Justice and Related Activities indicates that "Travis County needs additional resources to address mental health and substance abuse issues within the criminal justice system" and that this need is a "high" priority. The plan also refers to two goals in order to address this priority. The goals are "to divert from prosecution and use alternatives to jail/prison sentences, when appropriate, in cases involving non-violent offenders with mental illness (and co-occurring disorders) and substance abuse" and "to promote communication, collaboration, and partnerships with respect to offenders with mental illness and substance abuse issues." This priority and these goals are directly in line with the 10 key components of drug courts and the goals of the FDTC program. Although the FDTC is not a criminal drug court program (work is done with respondent parents rather than offenders), participants are diverted into an alternative court docket where they are provided with several services, supports, and accountability through a collaborative process with several child welfare, substance abuse treatment, legal, and other professionals to assist them in recovering from substance abuse issues and sometimes co-occurring disorders as well. Additionally, most of the FDTC participants have some history with the criminal justice system and/or are involved with adult probation or parole while participating in the FDTC program. A full copy of the community plan can be accessed at:
http://www.capcog.org/documents/criminal_justice/2012_2015%20Travis%20County%20Community%20Plan.pdf.

Goal Statement:
Provide a brief description of the overall goals and objectives for this project.
Enter a description for the overall goals and objectives:
The mission of the FDTC 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 vision of the FDTC is for parent participants to become sober, responsible caregivers so they can ensure the safety and well-being of their children. As stated above, the primary goals of the FDTC are equivalent to the 10 Key Components of drug courts within the context of a family drug court. Additional goals of the Travis Family Drug Treatment Court are as follows: (1) To help substance-abusing parents to begin a lifetime of recovery and sobriety, receive appropriate treatment, and consequently make positive changes in their lives and the lives of their child(ren); (2) To teach parents to safety parent their children and assume the full responsibilities of parenthood; (3) To reduce the incidence of child maltreatment and stop the cycle of abuse and neglect in families; (4) To establish permanency for the child(ren) in a timely fashion and within statutory timeframe.

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

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

Note: A **Sample CWA** is available here for your convenience.
Enter your cooperating working agreement(s):
The Family Drug Treatment Court (FDTC) has a Cooperative Working Agreement (CWA) with Child Protective Services, the agency that files all petitions requesting Court intervention due to a parent's alleged abuse or neglect of his or her child(ren). When these cases involve a substance abusing parent that meets the criteria for the FDTC, the Court has the option to offer the FDTC program to the parent(s). When

a parent's case is involved with the FDTC, CPS comes to the FDTC hearings, works closely with the family, and is a part of the team that makes recommendations to the Court. The FDTC also has a CWA with the Court Appointed Special Advocates (CASA) of Travis County. CASA is an agency that works with the FDTC by providing volunteer advocacy services to the families and children involved with the FDTC. Each family involved with the FDTC has CASA appointed. CASA attends the FDTC hearings, staffing, and makes recommendations to the Court. The FDTC also has a CWA with the Travis County Health and Human Services and Veteran Services Office. This office receives two federal grants called Parenting in Recovery and the Children's Continuum that provide parents participants in the FDTC and their children with treatment services, housing, and other assistance. These projects involve a collaboration of several Travis County community organizations including the FDTC. All participants in these programs are also participants in the FDTC. The purpose of these CWAs is to ensure these agencies continue to support the goals and objectives of the FDTC.

Continuation Projects:

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

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.
Enter your summary statement for this project:
The presence of abuse and neglect cases due to parental substance abuse poses immense challenges for the court and child welfare systems in Travis County, Texas. Current data suggest an increase in the number of confirmed victims of abuse and neglect, the number of removals of children from their primary caregiver(s), and the number of child welfare related petitions filed in Travis County. Child Protective Services and the Civil Courts suspect that many, if not most, of these statistics relate directly to the substance abuse or dependency of at least one parent. In response, the Travis County Civil Courts have implemented and continue the operations of a Family Drug Treatment Court (FDTC) program. The mission of the FDTC program 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. It is estimated that this program has already saved the state considerable costs in payment for foster care. The project is that of a specialty court created to serve families who are already involved in the Child Protective Services (CPS) Court system due to substance abuse or dependence. The FDTC activities include an integration of substance abuse treatment within the judicial system, a specialized Court docket with a designated Judge, early intervention with identified participants, provision of substance abuse treatment and other specialized services, frequent drug testing, provision of incentives and sanctions in response to participant behaviors, collaborative planning among community organizations, agencies, and governmental entities, data collection and program evaluation, and ongoing training and education of all team members. Funding will support a specialized court docket, a full-time FDTC coordinator, drug testing services, supplies and equipment for the project operations, and travel and training expenses for project staff. The project seeks to serve 48 parents during the next fiscal year. Progress will be measured by a variety of outcomes including the number of participants who successfully complete the program, the number of participants who obtain employment and/or education while in the program, and the number of families successfully reunited. Through intensive services, close monitoring by the Court, and case work by FDTC team members, the FDTC seeks for parent participants to become sober, responsible caregivers so they can ensure the safety and well-being of their children.

Project Activities Information

Drug Courts

Does your project have a Steering Committee that helps direct and enhance your court's operations?
X Yes
_ No
_ N/A

List the members of your project's treatment team and describe their role in supporting the participants.

The FDTC Charter outlines the Drug Court team members as "representatives who work directly with FDTC participants. The team [is] comprised of representatives from the following entities: Travis County District Attorney's Office, Parent Attorney, Presiding Judge, Child Protective Services, Court Appointed Special Advocates (CASA), Substance Abuse Treatment, Housing, the Drug Court Coordinator, the Parenting in Recovery Project Director, and any other service provider as agreed upon by the [Drug Court Team.]" All of these team members have representation in some form at Operations Committee meetings, Advisory Committee meetings, Drug Court pre-hearing staffing, Drug Court hearings, and/or Sub-committee or case management team meetings. The team members' roles in supporting participants are as follows: 1.) Travis County District Attorney's Office – provides legal expertise, advocates the position of Child Protective Services during drug court staffing and hearings, files the original petition for Court intervention, and promotes compliance with statutory legal deadlines in the course of child welfare lawsuits; 2.) The Parents' Attorney – provides legal representation / advocacy to the parent participants in the program, advises each parent about their legal rights and responsibilities to the drug court program prior to the parent signing the contract to participate; 3.) The Judge – provides judicial oversight, incentives, and accountability to the program participants and acts as the leader of the team making the final decision on all Court orders and aspects of the program operations; 4.) Child Protective Services workers and supervisors – provide intensive case management directly to and authorize payment for contract services (for example: individual counseling) for the participants in the program, monitor participants and their children in the home for issues of child safety, and report to the coordinator and the Court on an ongoing basis; 5.) CASA of Travis County – provides advocacy for the children by closely monitoring their needs and services and supports the children's best interests through the support of their parents' recovery and progress in the drug court program; 6.) Substance Abuse Treatment (currently Austin Recovery) – acts as the primary treatment provider for program participants by providing inpatient, outpatient, and aftercare treatment services and provides ongoing education and clinical expertise to the team during weekly staffing and other team meetings; 7.) Housing provider (currently Foundation Communities) – provides housing and case management services to some program participants funded by Parenting In Recovery, provides expertise to the other team members regarding issues of housing and homelessness; 8.) The Drug Court Coordinator – chairs Operations committee meetings, provides direct oversight and case management to participants, reports contacts and progress to the Court, facilitates all operations of the program including data collection, reporting, docketing, contract management, and maintenance of policies and procedures; 9.) Parenting in Recovery Director (Travis County Office of Health and Human Services and Veterans Service) – provides funding for housing, treatment, and other services to participants via federal grant funding, provides clinical substance abuse treatment expertise, and facilitates training for team members in the context of a community-wide collaboration for the safety and well-being of children through the treatment and intervention with their parents who have a substance abuse/ dependency problems; 10.) Additional Service Providers include: a.) Communities for Recovery- provides consultation and information on recovery supports and reports on participant compliance with peer recovery coaching services; b.) Safe Place- provides information and consultation on domestic violence awareness and services and reports on participant compliance with those domestic violence services; c.) Austin Travis County Integral Care- contracts with the county for two full-time child therapists who provide comprehensive assessments, referrals, and therapeutic services for the children of drug court participants and update the FDTC team on the children's progress in those services and their recommendations regarding team response; d.) The Travis County Office of Child Representation- acts as the attorney ad litem for all children in the FDTC program so long as there is not an existing conflict of interest, represents the voice of the children and if the child is too young to voice their position to the Court, they provide a recommendation that is in the child's best interest; e.) Social Services Assistant (Travis County Health and Human Services and Veterans Service) - provides transportation for children to medical, developmental, and therapeutic appointments, supervises additional parent-child visits, documents contacts, and conducts some data entry.

Provide the average caseload size for a full-time case manager/probation officer assigned to this project.

The only case manager hired to serve the participants in the Family Drug Treatment Court program in this capacity is the Drug Court Coordinator. As of February 1, 2013 there were 29 participants (parents) in the program. The number of participants has ranged from 25 to 32 parents consistently for the past fiscal year.

Provide your project's policy on drug testing participants.

All participants are required to submit random drug tests in any form requested (hair, swab, urine, or ETG urine) at the request of the Court, Child Protective Services, or the Drug Court Coordinator. Participants are required to submit to kit/ instant tests immediately and tests at a contracted lab site within 24 hours of the request. Additionally, all participants are required to call the Drug Court Coordinator's voice mail on a schedule that is dependent on their current phase in the program. Participants in relapse phase, cautionary phase, phase I or phase II of the program are required to call the voicemail everyday. Participants in phase III or phase IV of the program are required to call every Monday, Wednesday, and Friday. Each day the voicemail will have recorded instructions for participants based on their assigned color (either yellow, orange, green, red, blue, or purple). For example, the voicemail could instruct all participants that are assigned the color "red" to submit a drug test that day. In this case all participants who had been assigned the color "red" would be required to submit the type of test requested on that day before the contracted labs close. If they do not submit a test as requested, participants are subject to sanctions at their next Family Drug Treatment Court hearing. The drug testing color schedule is devised each month by the Drug Court Coordinator. All participants are asked to submit urinalysis tests at random on an average of once a week. If a participant wishes to dispute the result of a kit or instant test, they may do so by immediately going to submit another test at a contracted lab. If a participant wishes to dispute the result of a test conducted at a contracted lab, they may do so but must pay for the additional test with their own money. Participants are also required to submit a negative hair follicle test in order to advance to higher phases in the FDTC program. The hair follicle tests can detect drug use for approximately 90 days. Participants are also required to randomly submit ETG/ETS alcohol tests when they submit call-in system requested urinalysis tests. In these cases the contracted lab usually splits the urine sample for the additional test and the participant is not made aware of when they are being tested for alcohol in addition to the standard panel of drug tests. The ETG/ETS tests usually occur at least once a month for each participant but can occur much more often if the participant's drug of choice is alcohol or they have ever submitted a positive ETG/ETS alcohol test while in the FDTC program. The ETG/ETS test is utilized to detect alcohol use for up to the last 80 hours. The Court has also randomly tested participants for K2 or Spice, a synthetic form of marijuana, and bath salts. Since these tests are more expensive, the Court usually only performs the tests when use of these substance is suspected or a few times a year at random. As with ETG/ETS alcohol tests, the lab splits the sample for the additional test and the participant is not informed before or during the submission of the sample that they are being tested for the additional substance. All participants are made aware before signing the FDTC contract to participate that they will be required to submit to random drug tests in any form and that they can be tested for any potentially addictive or illegal substances at any time.

Describe the process you will use to determine your project's effectiveness.

In order to determine the effectiveness of the project, the Family Drug Treatment Court will compare participants in the program to other parents with open CPS lawsuits who have substance abuse/ dependency problems but are not involved in the program. The Parenting in Recovery program (described above as a member of the drug court team) is already implementing an evaluation which compares the participants in that program (which are all also participants in the Family Drug Treatment Court program) to a control group of parents who are not participating in the program but were referred to Child Protective Services in a similar manner for reasons of substance abuse or dependence. The Parenting in Recovery grant and evaluation encompasses a seven year time period (a period of five years plus a two year extension). Additionally, at the conclusion of the 7th year, the Parenting in Recovery program evaluator will have performed a comprehensive case study and cost analysis. Travis County has also prepared a management and information system that the Drug Court Coordinator began utilizing in October of 2009. This system tracks the progress and outcomes of program participants and those parents that were initially referred to the program but did not join. Additionally, all of the FDTC team members are committed to ongoing data collection and program evaluation as indicated in this FDTC Charter signed on August 18, 2010. Finally, it is the policy and continued plan for the Family Drug Treatment Court to follow participants who have commenced from the program (with their voluntary consent) for at least 6 months after their successful completion of the program to determine if there have been any further referrals to CPS for abuse or neglect, if any further referrals have been confirmed as Reason to Believe for abuse/ neglect, if any additional lawsuits have been filed by CPS, and if the parent has been arrested for any offense (drug related, violent, or other). The program obtains this recidivism and post-discharge data through self-report by the parents, Department of Public Safety criminal history checks, and Child Protective Services.

Provide the total cost for operating your project during the previous fiscal year. (This should include all salaries, travel, counseling, treatment services, office supplies, etc.)

844564

List the sources and amounts of non-CJD funding used to support this project during the previous fiscal year. (This may include local or state funds and any other charges to participants.)

The participants of the Family Drug Treatment Court (FDTC) program are supported by several funding sources in addition to the Office of the Governor. These funding sources do not include funding for drug court participants' treatment by the Department of State Health Services (listed below). One of these funding sources is the Parenting in Recovery (PIR) program. Although not all of the participants in the FDTC program are involved in the PIR program, all of the PIR program participants are involved in the FDTC program. The Parenting in Recovery program is funded by a $3.5 million grant to Travis County Health and Human Services and Veterans Services from the federal government for a period of 7 years (5 years plus a 2 year extension). The majority of this funding is devoted to 90 days of inpatient substance abuse treatment and housing expenses for a period of up to 9 months. Funding also provides for a part-time housing case manager through a local non-profit organization called Foundation Communities. The funding can also be utilized for dental care, utility bill assistance, medications, psychiatric treatment, and other fees. Beginning in fiscal year 2012-2013, funding will also be spent on a full time attorney ad litem for the children of Family Drug Treatment Court participants and another child therapist to serve these children. During the last year Parenting in Recovery spent $458,095.70 on drug court participants and children and Travis County spent $172,338.53 in matching funds for this grant. Another funding source for the drug court program is The Children's Continuum grant program. The Children's Continuum program is funded by a $550,000 grant to Travis County Health and Human Services and Veterans Services from the federal government for a period of 3 years and grant funding is specifically for the children of the Family Drug Treatment Court participants. The majority of this funding is devoted to two full-time positions, those of the child therapist and social services assistant. The funding is also utilized for specialized children's services that include but are not limited to art, music, equine, and recreational therapies, behavioral aides, and parent mentors. During the last year The Children's Continuum spent $35,954.92 on drug court participants' children and Travis County spent $41,938.11 in matching funds for this grant. It is anticipated that since last year was the first year of the grant and the full-time positions were not in place until a few months after the start of the fiscal year, the funding spent will increase in subsequent years. Another source of funding benefiting the FDTC program is that of the Travis County 126th Judicial District Court, specifically the amount of hours that the Court staff spend on FDTC related activities and the percentage of their salary that corresponds with this amount of time. The Judge specifically donates approximately 200 hours of time each year to FDTC related matters to include presiding over the hearings, attending staffing, reading the Court reports, and attending program committee meetings. The Judge's staff including the Court Operations Manager, Judicial Aide, Staff Attorney, and Court Reporter spend approximately 158 hours each year on activities related to the functioning of the FDTC program. The total salary for the Judge and her staff that corresponds to these hours of time is approximately $14,947.30. Another funding source for the participants in the Family Drug Treatment Court program is the independent contributions of community businesses, churches, and non-profits. During the last year these community members donated a variety of items that were often utilized as incentives for participants. These items included but were not limited to toys and gifts for the "treasure box" as a weekly reward for participants, bracelets and charms to celebrate phase advancement, homemade blankets and pillows, furniture and cribs, cakes, plaques,

List the treatment resources used for this project (e.g., ATR, TAIP, in-house, etc.).

The Family Drug Treatment Court program utilized the services and funding of Parenting in Recovery (as described above), and state funding through the Department of State Health Services (DSHS) for participant's substance abuse treatment during the last fiscal year. Parenting in Recovery provides the women in the FDTC program with 90 days of inpatient substance abuse treatment at Austin Recovery. DSHS provides participants with a continuum of treatment services, both inpatient and intensive outpatient treatments, from a variety of treatment providers in the community, including Austin Recovery, Developmental Counseling Center Inc., and Oak Springs Treatment Center. The FDTC plans to continue to utilize funding from Parenting in Recovery and the Department of State Health Services in the current and next fiscal year.

Provide the total fees collected in your county during the most recently completed fiscal year, in accordance with Chapter 102.0178, Code of Criminal Procedure, for offenses found in Chapter 49, Penal Code (DWI) and Chapter 481, Health and Safety Code (controlled substances). Note: The party responsible for collecting court assessed fees in your county may be the treasurer, county clerk, or district clerk.

151678

Of the fees collected in your county, provide the amount that was directed to your project.

0

Describe how your project used those fees.

Not applicable. No fees have been reassigned to this project by Travis County.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Drug Court - Family	100.00	The FDTC activities include an integration of substance abuse treatment within the judicial system, a specialized Court docket with a designated Judge, early intervention with identified participants, provision of substance abuse treatment and other specialized services, frequent drug testing, provision of incentives and sanctions in response to participant behaviors, collaborative planning among community organizations, agencies, and governmental entities, data collection and program evaluation, and ongoing training and education of all team members. As outlined in the Family Drug Treatment Court Charter two governing bodies oversee the sustainability, operations, and planning for the FDTC: The Drug Court Team and The Advisory Committee. The Family Drug Treatment Court identifies substance abusing or dependent parents who are involved in the child welfare and civil court systems and present them with the opportunity to participate in the FDTC program. Parents who elect to participate promptly receive a comprehensive drug and alcohol assessment and substance abuse treatment. The FDTC combines the persuasive powers of the Court with a therapeutic regimen of treatment. This combination fosters the rehabilitation of participants, while also providing them with a sense of accountability for their actions. FDTC participants initially appear weekly on the FDTC docket and build a relationship with the Judge as they progress throughout the program. The FDTC team meets for a staffing prior to every FDTC docket to discuss treatment, services, sanctions, and incentives that are translated into the form of Court orders and the Judge's support and accountability of the individual participant. Participation in the FDTC program is also supported through case management, brokering of community resources, and a coordinated FDTC team approach. The program is comprised of 4 phases and is designed to last twelve to eighteen months.

Geographic Area:
The geographic area is Travis County, Texas.

Target Audience:
Families who are under the jurisdiction of the Travis County District [Civil] Courts, whose children are placed at risk of abuse/ neglect by their parents' substance abuse or dependency, and who meet set eligibility criteria for the program are eligible for participation in the Travis County Family Drug Treatment Court program.

Gender:
Males and females.

Ages:
Parents of all ages.

Special Characteristics:
The Family Drug Treatment Court includes services to families with substance abuse/ dependency and co-occurring mental health problems. Additionally, the program gives preferencial admission to families of children ages 0-5 because this group of children are most vulnerable and at the most critical stage in their development.

Measures Information

Progress Reporting Requirements

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

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of new enrollments in the program.	27	24
Number of participants in the program. ("Participants" should include the number in the program at the beginning of the reporting period plus the number of enrollments - example: total number served.)	56	48
Number of people assessed for eligibility to participate in the program.	42	32

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL

Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of participants employed or enrolled in school at time of drug court graduation (part time or full time).	9	8
Number of participants that earn a GED, high school diploma, or vocational training credential while in the program.	2	2
Number of participants that successfully complete the program.	14	10

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL

Certification and Assurances

Each applicant must click on this link to review the standard Certification and Assurances.

Resolution from Governing Body

Applications from local units of governments and other political subdivisions must include a resolution that contains the following:

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

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

Contract Compliance

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

Select the Appropriate Response:

X Yes
_ No

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

Enter a description for monitoring contract compliance:

All sub-contracts for professional services with Travis County will be properly monitored and governed by the Travis County Purchasing Polices and Procedures in accordance with state law. Travis County also monitors the activities of all sub-contractors for compliance by certifying that deliverables have been received prior to release of payment.

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

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

Select the Appropriate Response:

_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

_ Yes
X No
_ N/A

Fiscal Year

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

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

10/1/2013

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

9/30/2014

Sources of Financial Support

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

Enter the amount ($) of Federal Grant Funds:

26615667

Enter the amount ($) of State Grant Funds:

4816158

Single Audit

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

Select the Appropriate Response:

X Yes
_ No

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

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

Enter the date of your last annual single audit:

9/30/2011

Equal Employment Opportunity Plan (EEOP)

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

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

Requirements for a Type I Entity:

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

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

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

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

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

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:
Kimberly Austin-Smith, Employment Specialist, 700 Lavaca, Suite 420, Austin, Texas 78701

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

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

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:
Select the appropriate response:
_ Type I Entity
_ Type II Entity
X Type III Entity

Debarment

Each applicant agency will certify that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

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

Fiscal Capability Information

Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).
Select the appropriate response:

_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?
Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?
Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.
Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?
Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?
Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?
Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.
Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.
Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?
Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?
Select the appropriate response:

_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.
Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Indirect Costs	Approved Rate - 2% or Less	Indirect Costs: This involves indirect cost of grant administration to include salaries and in-kind contributions of Travis County staff such as the Civil Courts administration, County Auditor's Office, Purchasing Office, and Commissioner's Court.	$2,812.51	$0.00	$0.00	$0.00	$2,812.51	0
Personnel	Court Coordinator	Family Drug Treatment Court Coordinator: Personnel that is essential to the operations of the Family Drug Treatment Court (FDTC). This person provides supervision and case management services to the participants of the FDTC program, supervises other staff associated with the program (specifically the social services assistant funded by another grant), maintains contact with FDTC team members, treatment providers, and case parties on an ongoing basis, and writes weekly reports to the Court regarding participants' progress. In addition this staff handles all administrative tasks for the program including facilitating committee meetings regarding program operations and pre-Court staffing sessions, creating the docket and scheduling Court hearings, documenting, maintaining and implementing policies and procedures, monitoring performance measures, tracking data, and reporting on outcomes. The Drug Court Coordinator conducts all other activities as necessary for the operations and management of the drug court program, including working with stakeholders to facilitate participants' acquisition of appropriate services, including those contracted with Travis County providers within the parameters of the policies and procedures of the county regarding contracts and purchasing. The Coordinator also facilitates community collaborations in the best interest of the participants and their children, acts as a spokesperson for the program in public settings and trainings, and attends all advisory committee meetings for the FDTC.	$68,860.00	$0.00	$0.00	$0.00	$68,860.00	100
Contractual and Professional Services	Drug Analysis or Employee Drug Testing Services	Laboratory Drug Testing Services: Contracted drug testing by local providers for the participants of the FDTC program to include testing via hair and urine samples. Testing includes but is not limited to tests for alcohol via ETG/ETS screening, tests for prescribed and illegal substances such as marijuana, PCP, opiates,	$48,000.00	$0.00	$0.00	$0.00	$48,000.00	0

		benzodiazepines, barbiturates, cocaine, amphetamines, methamphetamines, and propoxyphene and tests for designer drugs such as K2/ Spice (synthetic marijuana) and bath salts.						
Travel and Training	In-State Incidentals and/or Mileage	In-state mileage reimbursement for the Drug Court Coordinator: This expense is for the cost of necessary travel by the Drug Court Coordinator to treatment facilities, participants' homes, meeting locations, community partners' offices, and other locations to conduct business for the drug court program. Mileage is reimbursed at the rate of approximately $0.56 per mile (or the current rate as set by the Travis County Commissioner's Court).	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Contractual and Professional Services	Interpreter	Interpreter Services: This expense is for translation services for participants of the FDTC program who do not speak English or require sign-language interpretation services to speak with the Court or Court personnel.	$500.00	$0.00	$0.00	$0.00	$500.00	0
Equipment	Laptop System and Accessories	Laptop Computer: expense for a new laptop computer for the Drug Court Coordinator (a one time only expense).	$1,428.21	$0.00	$0.00	$0.00	$1,428.21	1
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office Supplies: This expense includes provision of basic office supplies for the Drug Court Coordinator that may include but are not limited to paper, pens, staples, notebooks, calendars, certificates of achievement for participants, case file tab dividers, and other supplies.	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
Equipment	Printer, Fax, and/or Scanner Equipment and Accessories (Valued $1,000 or over)	Printer: expense for printer for the Drug Court Coordinator (one time only expense).	$1,137.49	$0.00	$0.00	$0.00	$1,137.49	1
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Project Specific Supplies: This expense includes supplies for the FDTC program to include but not limited to bus passes for participants who have transportation needs (100 passes at the rate of $30 per 31 day pass = $3,000) and drug testing kits to test participants on site at the Courthouse or in their home (1000 kits at the rate of $3.20 per kit = $3,200). This cost also includes $1,000 for presentation and training materials to include but not limited to a library of DVD's, CD's, and books for use by team members as ongoing education, and for participants as assignments by the Court (usually to watch and write an essay on the material). This expense could also include professional journals and publications on drug court practices, child welfare, and child development for children ages 0-5. Fees and supplies for cross-disciplinary training could also be included.	$7,200.00	$0.00	$0.00	$0.00	$7,200.00	0
Contractual and Professional	Substance Abuse-Related Case Management, Counseling,	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services: This expense will provide for contractual services with community based providers to include but not limited to	$10,000.00	$0.00	$0.00	$0.00	$10,000.00	0

Services	Outpatient, and/or Treatment Services	assessment, treatment, trauma-informed care, peer recovery coaching services, counseling, parenting training, and/or other related services.						

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	$58,500.00	$0.00	$0.00	$0.00	$58,500.00
Equipment	$2,565.70	$0.00	$0.00	$0.00	$2,565.70
Indirect Costs	$2,812.51	$0.00	$0.00	$0.00	$2,812.51
Personnel	$68,860.00	$0.00	$0.00	$0.00	$68,860.00
Supplies and Direct Operating Expenses	$8,200.00	$0.00	$0.00	$0.00	$8,200.00
Travel and Training	$2,500.00	$0.00	$0.00	$0.00	$2,500.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$143,438.21	$0.00	$0.00	$0.00	$143,438.21

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

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

Cooperative Working Agreement
FY 2014 Travis County Family Drug Treatment Court Grant

This is to certify that the objectives of the grant application submitted to the Criminal Justice Division of the Office of the Governor have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the objectives described in this application.

In addition, if the outside organization has personnel assigned to the grant-funded project, that agency certifies that it is cognizant of the rules and regulations governing the operation of the grant and agrees to abide by any and all such rules or special conditions relating to the application.

Part I: Applicant Organization

Travis County District / Civil Courts Applicant's Organization	Travis County Family Drug Treatment Court (FDTC) Project Title	
Samuel Biscoe Printed Name and Title of Applicant's Authorized Official	Signature of the Applicant's Authorized Official	Date

Part II: Outside Organization

Court Appointed Special Advocates of Travis County (CASA) Outside Organization	Travis County Family Drug Treatment Court (FDTC) Project Title	
Laura D. Wolf/ Executive Director Printed Name and Title of Outside Organization's Authorized Official	Signature of the Outside Organization's Authorized Official	1/31/13 Date

Cooperative Working Agreement
FY 2014 Travis County Family Drug Treatment Court Grant

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Part I: Applicant Organization

Travis County District / Civil Courts Applicant's Organization	Travis County Family Drug Treatment Court (FDTC) Project Title	
Samuel Biscoe/ County Judge Printed Name and Title of Applicant's Authorized Official	Signature of the Applicant's Authorized Official	Date

Part II: Outside Organization

Department of Family and Protective Services/ Child Protective Services Outside Organization	Travis County Family Drug Treatment Court (FDTC) Project Title	
Shelia Brown/ Regional Director of Child Protective Services Printed Name and Title of Outside Organization's Authorized Official	Shelia Brown Signature of the Outside Organization's Authorized Official	1 31 13 Date

Cooperative Working Agreement
FY 2014 Travis County Family Drug Treatment Court Grant

This is to certify that the objectives of the grant application submitted to the Criminal Justice Division of the Office of the Governor have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the objectives described in this application.

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Part I: Applicant Organization

Travis County District / Civil Courts	Travis County Family Drug Treatment Court (FDTC)	
Applicant's Organization	Project Title	
Samuel Biscoe		
Printed Name and Title of Applicant's Authorized Official	Signature of the Applicant's Authorized Official	Date

Part II: Outside Organization

Travis County Health and Human Services and Veterans Services	Travis County Family Drug Treatment Court (FDTC)	
Outside Organization	Project Title	
Laura Peveto/ Prevention and Early Intervention Manager; Office of Children's Services		
Printed Name and Title of Outside Organization's Authorized Official	Signature of the Outside Organization's Authorized Official	Date
Andrea Colunga-Bussey/ Division Director; Office of Children's Services		
Printed Name and Title of Outside Organization's Authorized Official	Signature of the Outside Organization's Authorized Official	Date

TRAVIS COUNTY RESOLUTION

FY 2014 Travis County Family Drug Treatment Court Grant

WHEREAS, The Travis County Commission's Court finds it in the best interest of the citizens of Travis County that the Family Drug Treatment Court be operated during Fiscal Year 2014; and

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

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

NOW THEREFORE, BE IT RESOLVED that The Travis County Commission's Court approves submission of the grant application for the Family Drug Treatment Court to the Office of the Governor, Criminal Justice Division.

Signed by: _____
County Judge Samuel T. Biscoe

Passed and Approved this _____ day of February, 2013.

Grant Number: 1974707

Travis County Family Drug Treatment Court Charter

Purpose

This charter is adopted by the Travis County Family Drug Treatment Court (FDTC) partners as a record of their unified mission and vision. It is intended to support the sustainability of the FDTC, promote accountability, and ensure consistency, as well as clarify roles and responsibilities of FDTC partners.

Introduction

The FDTC is a specialty court created to serve families who are already involved in the Child Protective Services (CPS) Court system due to substance abuse or dependence. It is designed to effectively help parents recover from substance abuse or dependence, guide them along the journey of recovery, and teach them to safely parent their children, thus reducing the incidence of child maltreatment.

History

The idea of a Family Drug Treatment Court program first took root in Travis County in 2005, when several individuals came together to discuss the possibility of forming a drug court to serve families involved in the CPS system. These individuals were moved by the fact that a significant number of child abuse and neglect lawsuits in Travis County involved substance abuse or dependence by at least one parent. Family Drug Court models in other jurisdictions showed that children whose parents were involved with a FDTC program spent less time in out-of-home care than children of parents who were not in a similar program. Data also showed that children of parents involved with FDTC were more likely to be reunified with their parents, and parents had higher rates of treatment completion than their non-FDTC counterparts.[1]

In 2006, the FDTC founding members gathered a multi-disciplinary group of community partners, including judges, lawyers, social workers, child advocates, drug treatment providers, and other community service providers. These agencies researched the efforts of existing drug courts and met to create framework for the formation of a FDTC program in Travis County.

In 2007, grant-funding allowed for the hiring of a Drug Court Coordinator, provided start-up costs for the program, substance abuse treatment services, and housing and wrap-around services. The program began serving clients in February 2008 and as of June 7, 2010; the program has assisted 63 parents and 98 children with achieving safe, healthy, and sober lifestyles.

[1] Family Treatment Drug Court Evaluation / NPC research, March 2007, http://www.npcresearch.com/Files/FTDC_Evaluation_Final_Report.pdf.

Mission, Vision, Values

The **mission** of the FDTC 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 **vision** of FDTC is for parent participants to become sober, responsible caregivers so they can ensure the safety and well-being of their children.

FDTC **values**:

- The best place for a child is at home, free from abuse and neglect, with clean and sober parents.
- FDTC effectively addresses participants' drug and alcohol abuse.
- FDTC empowers parents to make responsible decisions, lead self-sufficient lifestyles, and engage as family advocates and mentors to other program participants.
- Participating families, partners, and systems are accountable to each other and the FDTC.
- FDTC provides a family-centered, strength-based, culturally competent, evidence-based service delivery system.
- FDTC provides families access to a continuum of professional and community-based supports that encourages them to reach their highest potential.
- FDTC partner entities practice mutual respect, understand their roles and responsibilities, share a goal of improving the lives of children and families, and willingly consider adapting policies and procedures to better serve participants.
- The FDTC provides interdisciplinary training to partners that helps them develop the knowledge and skills required to effectively address participants' needs while remaining sensitive to the cultural diversity of families and communities.
- Partners share appropriate and relevant information/data to ensure an effective system of service delivery.
- A continuous process of data collection, evaluation, and program improvement ensures sustainability of positive outcomes, effective methods of practice, and diversity of funding.
- FDTC contributes to a stronger community by collaborating with community providers to sustain healthy, contributing parents who are productive members of our community.

Membership

This Charter contemplates a variety of opportunities for individuals and organizations to participate in the continued sustainability of the Travis County Family Drug Treatment Court. Each level of participation is crucial to the success of the program.

The membership of FDTC will be comprised of two governing bodies: the Drug Court Team and the Advisory Committee.

Drug Court Team:

Members: The Drug Court Team (DCT) of the Family Drug Treatment Court will be made up of representatives who work directly with FDTC participants. The team will be comprised of representatives from the following entities: Travis County District Attorney's Office, Parent Attorney, Presiding Judge, Child Protective Services, Court Appointed Special Advocates (CASA), Substance Abuse Treatment, Housing, the Drug Court Coordinator, the Parenting In Recovery Project Director, and any other service provider as agreed upon by the DCT.

Purpose: The DCT of the FDTC will oversee the operations and procedures of FDTC through:

- **FDTC Staff Meeting,** held prior to each FDTC docket to review participant compliance with court orders and make recommendations for the hearing on sanctions, dismissals, phase advancement and graduation.
- **Family Drug Treatment Court Docket Review,** held weekly[2] to assess each participant's progress in FDTC.
- **Subcommittee of DCT – Case Management Team Meeting,** held bi-monthly to collaborate on FDTC participant service planning. The Case Management Team (CMT) is comprised of members designated by the DCT.
- **Operations Meeting**, held monthly to review, discuss, and adjust the implementation of FDTC procedures. Additional duties of this meeting are to: 1) create and dissolve subcommittees as deemed necessary; 2) submit policy recommendations to the FDTC Advisory Committee; 3) refer issues to the Advisory Committee for resolution when there is an absence of consensus on the DCT. The Drug Court Coordinator will facilitate Operations meetings.

Length of Participation: Members of the Drug Court Team will serve indefinitely except for the service providers (substance abuse, housing, etc.), whose representatives may be subject to rotation as determined by consensus of the Drug Court Team.

Advisory Committee:

Members[3]: The Advisory Committee of the Family Drug Treatment Court will be made up of a management/supervisory representative from each of the following entities: Travis County District Court, Travis County District Attorney's Office, CASA, Travis County Health and Human Services, Department of Family and Protective Services, Attorney (experienced in representing parents in the CPS system and familiar with FDTC), Substance Abuse treatment provider (rotated on an annual basis between community drug treatment

[2] FDTC is held weekly except on holidays and settlement week

[3] Members of the Advisory Committee cannot directly serve (eg. by providing case management services, court representation, therapeutic services) an active FDTC participant during their membership

providers), two Community Representatives[4] (rotated on an annual basis between community providers), and Drug Court Graduate and/or Family Representative[5]. Additionally, the Drug Court Coordinator will attend the Advisory Committee meetings to represent the Drug Court Team. The committee chair will be selected by committee members and will serve as chair for no more than two consecutive years. The committee meetings will be facilitated by a TCHHS/VS staff member who is not a voting member. The membership of this committee may be expanded by the agreement of a majority of the members.

Purpose: The Advisory Committee of the Family Drug Treatment Court will be responsible for the oversight and sustainability of the program. The Committee will:

- Approve FDTC policies
- Oversee sustainability efforts
- Monitor achievement of long-term goals
- Ensure an evaluation component
- Create and dissolve subcommittees

Length of Participation: Members of the Advisory Committee will serve indefinitely, with the exception of the Substance Abuse treatment provider and the Community Representatives. These positions will be subject to an annual rotation as determined by consensus of the advisory committee. Each member of the Advisory Committee may identify one person who may serve as their designated representative if they are unable to attend a meeting. This representative has the right to participate and vote in the Committee Member's absence. Annually the members of the Advisory Committee shall renew their commitment to the FDTC by reviewing, approving and signing this charter indicating their continued participation.

Meetings: The Advisory Committee will meet quarterly. Additional meetings may be called as needed or at the recommendation of the DCT and may be facilitated by phone, e-mail or other electronic means as is available to the membership. The first meeting of each year the Advisory Committee will select the decision-making process that will govern the committee for that year. The committee will utilize the principals of consensus decision-making[6] as a guide for the process. Additionally, the committee will solicit input from community members that will inform their decision-making on issue areas impacting the FDTC.

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[4] Community Representative refers to individuals/agencies who provide support to FDTC participants, such as housing, mental health, employment/education, child care, and parent education.

[5] Family Representative refers to an individual whose family member has been a participant in FDTC, or a parent or relative (fictive and kin) who has concluded involvement with Child Welfare and exposure to addiction and recovery.

[6] **Consensus decision-making** is a group decision making process that not only seeks the agreement of most participants, but also the resolution or mitigation of minority objections. Consensus is usually defined as meaning both general agreement and the process of getting to such agreement.

GOALS

The primary goals of the FDTC are equivalent to the 10 Key Components[7] of drug courts within the context of a family drug court. Those Components are as follows:

- FDTC integrates alcohol and other drug treatment services with justice system case processing.[8]
- Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.
- FDTC identities participants early and places them in the drug court program promptly.
- FDTC provides access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.
- FDTC monitors abstinence through frequent testing for alcohol and drug use.
- A coordinated strategy governs drug court responses to participants' compliance.
- Drug court participants receive essential ongoing judicial interaction.
- Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.
- Continuing interdisciplinary education promotes effective drug court planning, implementation, and operations.
- Forging partnerships among drug courts, public agencies, and community-based organizations generates local support and enhances drug court program effectiveness.

Evaluation

The FDTC is committed to collecting, maintaining, and utilizing data to improve the practice model. The FDTC will promote a sustained evaluation component as part of the program design.

The following criteria will be evaluated, assessed, and shared amongst the partners to be used as a tool to continually improve the FDTC:

- Self-sufficiency of participants
- Abstinence and law-abiding behavior
- Child safety
- Cost-benefit analysis

[7] The 10 Key Components can be viewed in their entirety at http://www.ojp.usdoj.gov/BJA/grant/DrugCourts/DefiningDC.pdf.

[8] The justice system referenced in this Charter is specific to the civil process through which child welfare suits are litigated.

STATEMENT OF AGREEMENT

This charter is made and entered into as of the 18 day of August, 20 10, by and between the undersigned Partnering Agencies/Organizations ("Partners").

WHEREAS, the Partners desire for the FDTC to be supported and sustained by maintaining a unified mission and vision of the Partners as set forth in this charter, and

WHEREAS, all the below named Partners are in agreement with the mission and vision set forth in this charter,

NOW, THEREFORE, the parties agree that we have read and agree with the terms of this charter.

PARTNERS

The undersigned is authorized to sign this Statement of Agreement as a representative on behalf of their respective partnering agency/organization and have agreed to be committed to this charter.

Darlene Byrne 8/18/10

Signature Date

Judge, 126th J.D. Court

Name & Title

Partnering Agency/Organization

Laura Wolf 8/18/10

Signature Date

LAURA WOLF, EXECUTIVE DIRECTOR

Name & Title

CASA of Travis County

Partnering Agency/Organization

[signature] 8/18/10

Signature Date

Tim Lemmon - Director

Name & Title

Travis Co Health & Human Services

Partnering Agency/Organization

Bill Wigmore 8/18/10

Signature Date

BILL WIGMORE, PRES./CEO

Name & Title

AUSTIN RECOVERY

Partnering Agency/Organization

[signature] 8/18/10	Sally E. Melant 8/18/10 for Shelia Brown
Signature Date	Signature Date
LaRu Woody Asst. Dist Atty	Sally E. Melant CPS Program Administrator
Name & Title	Name & Title
Travis Co. Dist. Atty Off.	Dept. of Protective and Regulatory Services, Region 07
Partnering Agency/Organization	Partnering Agency/Organization
Signature Date	Signature Date
Name & Title	Name & Title
Partnering Agency/Organization	Partnering Agency/Organization
Signature Date	Signature Date
Name & Title	Name & Title
Partnering Agency/Organization	Partnering Agency/Organization

TRAVIS COUNTY

FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: ☑	Permission to Continue: ☐
	Contract Approval: ☐	Status Report: ☐
Check One:	Original: ☑	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☑
Department/Division:	Travis County Attorney's Office	
Contact Person/Title:	Megan Fox	
Phone Number:	(512) 854-9529	

Grant Title:	Family Violence Accelerated Prosecution Program			
Grant Period:	From:	09/01/2013	To:	08/31/2014
Fund Source:	Federal: ☑	State: ☐	Local: ☐	
Grantor:	State of Texas, Office of the Governor, Criminal Justice Division			
Will County provide grant funds to a sub-recipient?	Yes: ☐	No: ☑		
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: ☑	No: ☐		
Originating Grantor:	OVW/Office on Violence Against Women			

Budget Categories	Grant Funds	County Cost Share	***Budgeted County Contribution #595010 (Cash Match)***	In-Kind	**TOTAL**
Personnel:	$ 84,954	$ 34,053	$ 0	$ 17,088	$ 136,095
Operating:	$ 0	$ 0	$ 0	$ 0	$ 0
Capital Equipment:	$ 0	$ 0	$ 0	$ 0	$ 0
Indirect Costs:	$ 0	$ 0	$ 0	$ 0	$ 0
Totals:	$ 84,954	$ 34,053	$ 0	$ 17,088	$ 136,095
FTEs:	1.17	0.60	0.00	0.00	1.77

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

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

Performance Measures						
#		Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+	-	Applicable Departmental Measures				
1.		Average days to file a FV Case	15	16	15	15
2.		Average number of Jury Trial settings per month for FV Misd cases	242	315	280	Under 300
3.		Number of FV cases filed	3398	3048	3000	3000
+	-	Measures for the Grant				
1.		Number of interns trained to provide direct assistance to victims of FV.	2	3	2	2
		Outcome Impact Description				
2.		Number of victims assisted with a PO by grant funded victim counselor and interns.	394	615	500	500
		Outcome Impact Description				
3.		Number of victims assisted with Crime Victim Compensation applications by funded victim counselors and interns.	171	177	175	175
		Outcome Impact Description				

PBO Recommendation:

This is the annual application to continue the Family Violence Accelerated Prosecution Program in the County Attorney's Office. There is a grant match that is satisfied through the partial salary of a general fund victim counselor position. 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 one?

The Travis County Attorney's Office (TCAO) seeks to continue enhancing victim services while increasing the efficiency of prosecuting family violence criminal cases. Accelerated prosecution is the process of using the same prosecutorial team from the time a complaint is reviewed until a final disposition is reached.

With the Accelerated Prosecution grant, Family Violence cases are reviewed and prosecuted by the same team of prosecutors. Our intake attorney formally files these cases and then works to collect needed evidence that will ensure proper prosecution. Having one position intake all of our cases ensures continuity and reliability. Not only that, this position is able to file cases in a much timelier manner than before we had this grant funding.

This program also includes several components related to victim services. Per grant in-kind match requirements, we have at least two social work interns who operate as Victim Counselors in the Protective Order (PO) division. These interns also work with victims of criminal assault cases by attending court settings and seeking victim input. In addition, part of a full-time PO Victim Counselors' salary acts as a needed match. This grant also funds a part-time Victim Counselor position during the summer months. All of these positions ensure that victims are receiving outreach and intervention at a very critical time. These victim counselors provide support in obtaining a PO, assistance with information surrounding a criminal case, as well as provides resources and referrals.

By receiving continued grant funding, this project will continue to enhance our already established project by reaching dispositions faster and working to ensure victim and community safety.

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

The current grant is available one year at a time. If TCAO performs adequately, we have priority eligibility to re-apply for an additional year. We are required to provide a match, office space, equipment and supplies for grant funded employees. The section below will further discuss the county commitment in more detail.

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

This grant requires that we provide matching funds that equal 35% of the total project. This match can be in-kind, cash or a combination of both. TCAO provides an in-kind match by using the hours that two UT School of Social Work interns provide throughout the year. TCAO will provide a cash-match equaling $34,053, provided by the general fund, and whose origin comes from 60% of a salary for a Victim Counselor in the PO division that is already established. Last year, TCAO had to provide an additional cash match due to the added position that we requested funding for. Since we are no longer including that position in this years' application, no cash match is needed.

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

Yes, this grant contract offers a 3% indirect cost allocation.

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

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

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

N/A

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

Continuing this accelerated prosecution program will provide more outreach and connection to victims, as well as increase how quickly we are able to file charges. Additionally, the prosecutor will assist with managing the ever-increasing family violence caseload. Last year, we filed 3,081 family violence misdemeanor cases, each case with a victim who needs outreach. Our office has also been very close to meeting the measure for how many cases we dismiss (actual: 743, target: 700) or receive convictions on (actual: 655, target: 800). This project is an essential and imperative part of our office and ultimately guarantees that victims get needed support and guidance, and offenders are held accountable for their actions. It is our hope to continue maintaining this grant so we can keep working towards reaching our identified goals, which will ultimately serve all of Travis County.

DAVID ESCAMILLA
COUNTY ATTORNEY

COUNTY ATTORNEY'S OFFICE
314 W. 11TH ST.
SUITE 300
AUSTIN, TEXAS 78701
Phone: (512) 854-9415
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Katie Petersen – PBO
William Derryberry - PBO
David Escamilla, TCAO
Mack Martinez, TCAO
Jim Connolly, TCAO
Chantelle Abruzzo, TCAO
Dede Bell, Auditor's Office
TO: **Jessie Mars, Auditor's Office**
FROM: **Megan Fox, TCAO**
DATE: **February 12, 2013**
RE: **FY 2014 Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation Grant Application #2104405**

Dear Katie Petersen,

The Travis County Attorney's Office is applying to the 2014 Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation Grant from the Office of the Governor for the time period of 9/1/2013 – 8/31/2014.

The funding from this grant will provide TCAO with 1 FTE intake attorney and 1 part-time victim counselor in the summer of 2014. The award amount for the application is **$84,954.**

TCAO is requesting that the Commissioner's Court approve the grant application in order to submit the application to the Office of the Governor. It is imperative that this issue get on the Commissioner's Court agenda for review no later than 2/26/13, as the application is due to the Office of the Governor on 2/28/13.

Attached for your review are the following documents:

1) Grant Summary Sheet
2) Grant Application
3) Resolution

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

Sincerely,

Megan Fox

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

Agency Name: Travis County
Grant/App: 2104405 **Start Date:** 9/1/2013 **End Date:** 8/31/2014

Project Title: Family Violence Accelerated Prosecution Program
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460001922000

Application Eligibility Certify:
Created on:1/29/2013 3:31:49 PM By:Megan Fox

Profile Information

Applicant Agency Name: Travis County
Project Title: Family Violence Accelerated Prosecution Program
Division or Unit to Administer the Project: Travis County Attorney Office Family Violence Division
Address Line 1: Post Office Box 1748
Address Line 2:
City/State/Zip: Austin Texas 78767-1748
Start Date: 9/1/2013
End Date: 8/31/2014

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

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

Project Director
User Name: Megan Fox
Email: megan.fox@co.travis.tx.us
Address 1: PO Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-9529 Other Phone: 512-854-9415
Fax: 512-854-9316
Title: Ms.
Salutation: Ms.

Financial Official
User Name: Nicki Riley
Email: nicki.riley@co.travis.tx.us
Address 1: 700 Lavaca Street Suite 1200
Address 1:
City: Austin, Texas 78701

Phone: 512-854-9125 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.

Grant Writer
User Name: Megan Fox
Email: megan.fox@co.travis.tx.us
Address 1: PO Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-9529 Other Phone: 512-854-9415
Fax: 512-854-9316
Title: Ms.
Salutation: Ms.

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460001922000
Data Universal Numbering System (DUNS): 030908842

Narrative Information

Primary Mission and Purpose

The purpose of this funding is to assist in developing and strengthening effective law enforcement, prosecution and court strategies to combat family violence, sexual assault, dating violence, and stalking crimes against women and to develop and strengthen victim services in such cases.

Funding Levels
The anticipated funding levels for these programs are as follows:
- Minimum Award - $5,000
- Maximum Award – None
- Grantees must provide matching funds of at least thirty-five percent (35%) of total project expenditures. This requirement may be met through either cash or in-kind contributions or a combination of both.

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

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

Program Requirements

Preferences
Preference will be given to applicants that promote comprehensive victim restoration while incorporating an emphasis on cultural competency in underserved populations. Applicants are also encouraged to streamline administrative and reporting processes by consolidating grant requests whenever possible in lieu of submitting multiple applications.

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income to CJD through a formal grant adjustment and to secure CJD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless CJD authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the CJD award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Criminal History Reporting
Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public (DPS) Safety as directed in the *Texas Code of Criminal Procedure, Chapter 60*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Program Emphasis
Applicant agrees to implement comprehensive strategies that are sensitive to the concerns and safety of the victims and hold offenders accountable for their crimes. Applicants must indicate the percentage of their project that benefits Victim Services, Law Enforcement, Prosecution, Courts or other areas. Program emphasis decisions should be made based on the beneficiary of the funded activities. For example, a victim services coalition who provides training to police throughout the state would fall under the "law enforcement" category because the training is to benefit law enforcement.

Indicate the percentage (%) of your project that benefits:

Victim Services – any nonprofit, nongovernmental organization that assists victims.

0
Law Enforcement – any public agency charged with policing functions.

0
Prosecution – any public agency charged with direct responsibility for prosecuting criminal offenders.

100
Court – any civil or criminal court system.

0
Other – any initiative that indirectly affects victims (ex., developing protocols and procedures).

0
Culturally Competent Victim Restoration
Provide information in this section regarding how your organization is culturally competent when providing services to victims. Here are some guidelines to follow: Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Travis County operates under a coordinated community response as a means to address domestic violence. Because of this unique partnership, our office is able to refer clients to a number of external organizations that can provide individualized services that will meet the needs of each victim. For example, we provide referrals to Saheli (a nonprofit organization serving Asian women in abusive relationships), American Gateways (immigration services), Deaf Services, Refugee Services of Texas, Catholic Charities, amongst others. Because our office has a tie to these organizations, we are able to ensure that our clients' cultural needs are being addressed, acknowledged and respected. Many times, there are cultural norms and expectations underlying an unhealthy pattern within a relationship, specifically in regards to domestic violence. Being able to understand this is a key component in starting where the client is and helping the victim to feel empowered enough to leave an abusive relationship. Because of these factors, cultural competency is extremely vital in order to ensure successful communication and strong rapport-building with victims. Our office assists victims of family violence cases to obtain U-Visas (residency). Often times, immigrants are hesitant to report violent crimes due to fear of deportation. Helping victims acquire residency as a result of their disclosure and cooperation encourages victims to come forward and report crimes and in turn, that holds abusers accountable and helps ensure victims and their families stay safe. We also remain culturally competent by attending trainings, webinars and staying current in best practices. We also guarantee culture competency by ensuring that many of our victim counselors are Spanish-speakers. The county also provides sign language interpreting services for our deaf clients. Our office values and acknowledges that

victims of family violence come from diverse cultures and therefore, are greatly impacted by their background. It is important to know how different cultures may react to issues surrounding domestic violence because that will impact the way the victim feels, how they view the system, and possibly their willingness to to reach out for help or be cooperative with law enforcement.

Forensic Medical Examination Payments

Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 96 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. The evidence collection portion of the exam is to be paid by law enforcement per state law. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

Polygraph Testing Prohibition

A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. In addition, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

Protection Orders

Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

Judicial Notification

Offenders involved in a protection order are not allowed to possess a firearm unless the offender is a peace officer who is actively engaged in employment as a sworn, full-time paid employee of a state agency or political subdivision.

Criminal Charges

In connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

Nondisclosure of Confidential or Private Information

Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

Victim Referral Process

Describe how victims are referred to your agency:

There are a variety of ways that victims may be referred to our office. Most predominantly is through law enforcement intervention. Child Protective Services or the prosecuting office may refer a victim as well. Hearing about our services could also result from basic word of mouth, such as from family, friends or a clergy member at a place of worship.

Statewide Priorities

Applicants must address one or more of the following statewide priorities:

Improve the criminal justice system response to victims of violence against women.

Provide a brief explanation:

Because victims may often feel overwhelmed by the criminal justice system, our office continues to conduct victim outreach. Victim outreach allows our office to initiate contact with victims and listen to them. We document their account of the incident as well as their wishes as to what final disposition they want from the criminal case, giving them a sense of empowerment. We also educate them about dynamics of domestic violence as well as what to expect with the criminal case. We discuss restitution, court updates, and provide referrals. Outreach allows the victim to feel like their voice is heard and also provides the victim with a personal contact at our office. Outreach

allows us to safety plan with victims and offer assistance in obtaining a protective order. Our victim counselors are also available while victims are in court. Because we focus on vertical prosecution, we are able to ensure faster disposition of cases as well as victim restoration.
Improve court services regarding domestic violence, sexual assault, dating violence, and stalking.

Provide a brief explanation:

Strengthen victim restoration.

Provide a brief explanation:

Increase collaboration and communication across all levels of government and among all victim services.

Provide a brief explanation:

Civil Rights Liaison

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

Enter the Name of the Civil Rights Liaison:
Dana Hess
Enter the Address for the Civil Rights Liaison:
HRMD 700 Lavaca, Suite 420 Austin, TX 78701
Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:
(512) 854-2743

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation.

X I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.
Enter your problem statement:
Problem Statement #1: Travis County files over 3,000 Family Violence cases a year. This high volume of cases can negatively affect the length of time it takes for each case to reach a disposition. The longer it takes to reach a disposition, the harder it is to prove a criminal case, the greater the likelihood that the victim is either unavailable or has reconciled with the batterer, and the longer a defendant must wait to be held accountable. Problem Statement #2: Every year, Travis County sees an increase in the number of applicants who come to our office to seek a protective order. That population, paired with the victims in criminal cases, means that we continue to need more victim counselors to meet these increasing demands. Victims of family violence cases and applicants of protective orders are in need of guidance, support, and information as a means to ensure victim restoration and safety.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.
Enter your supporting data:
Travis County has shown a decrease, on average, in the days it takes to file misdemeanor family violence cases. The average number of days to file a charge throughout 2012 was 16 days. Our internal data indicates that in February 2012, it took our office only 10 days to file a case. December 2012 was amongst our highest and that can be credited to the holiday season as well as the transition of employees in the intake attorney position. The intake

attorney also requested 911 tapes and crime scene photographs during the intake process. Throughout 2012, there were 2,076 crime scene photos requested as well as 2,496 911 calls. Being able to request and receive this evidence in a timely manner is an absolutely vital key to ensuring dispositions are reached in a timely manner. Our office consistently files over 3,000 county court 4 cases every year and having this court 4 intake attorney position influences and improves the way our office is able to operate. The Travis County Attorney's Office has watched the number of Jury Trial Settings decrease in County Court #4 due to the accelerated prosecution program provided by this funding. In January of 2012, there were 366 Jury Trial settings. As recently as January 2013, there were only 292 Jury Trial settings. While these numbers can fluctuate, our goal is to stay under 300. From September 2012 to present, we have been able to meet this goal.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project willl address.
Enter your community planning needs:
The Community Plan identifies areas of priority related to domestic violence that this grant project will address. More specifically, Priority A describes the need for "additional personnel and resources for law enforcement, prosecutors and the court to solve violent crime and improve public safety." A described goal is to "provide resources and support for the effective prosecution and adjudication of violent crimes." One way this goal can be reached is by "increasing information sharing to enhance prosecution efforts, provide more successful outcomes for victims, and identify serial offenders and trends." With accelerated prosecution, our office is able to meet all of the goals and statements outlined above. With our streamlined intake process, we have one intake attorney for all court 4 cases. Having one person in this position ensures continuity and reliability. This position serves as the catalyst that will ensure that our criminal cases are able to reach a final disposition sooner because evidence is able to be requested and collected, and the file then gets prepared for prosecution. Having a prosecutor housed with Austin Police Department helps ensure that our office has the ability to share information that increases direct communication and strategy building for each case. Our victim counselors and victim counselor interns make much needed outreach to victims, thereby increasing public safety through safety planning and offering protective order application assistance, amongst other vital services.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.
Enter a description for the overall goals and objectives:
This grant project's goal is to expedite the processing and disposition of cases so that victim restoration can begin sooner, safety can be facilitated for victims and our community, and accountability can occur for the perpetrator. Because treatment and counseling can only be mandated for an offender once a disposition is reached, it is even more imperative that our office is able to focus our efforts towards reaching some type of conclusion for cases. In addition, we seek to provide timely and thorough outreach and safety planning to victims, assess their needs and provide counseling and referrals as necessary.

Cooperative Working Agreement (CWA):

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

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

Note: A **Sample CWA** is available here for your convenience.
Enter your cooperating working agreement(s):
N/A

Continuation Projects:

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

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.
Enter your summary statement for this project:
The Travis County Attorney's Office seeks to address the problem of a historically slow intake process for criminal cases that delays reaching a final disposition. Consequently, this delayed process has a negative impact on victim outreach and can hinder evidence gathering, which in turn, impacts effective prosecution. Our office also seeks to maintain efficiency in prosecuting family violence cases in addition to working with the victims of these cases to promote victim restoration and safety. The reason why this accelerated prosecution grant has been successful in previous years is because of the linear flow that naturally occurs within our established system. Our intake attorney promptly files criminal cases and prepares the case for prosecution. The attorney in this position can plan case strategy and make recommendations for punishment early on in the process. Funding this position allows prosecutorial staff to build rapport earlier with victims, which is yet another key component to effective prosecution. During this time, our victim counselors and victim counselor interns work with victims to discuss their options and rights, get their input on the case, and provide safety planning. Victim counselors assist victims with the needed paperwork to file a protective order and discuss how they can gain access to valuable resources. The victim counselors remain a fundamental ingredient to this project as they are able to support victims much sooner and offer ongoing support and accompaniment on court days. It is important to note that our office is no longer requesting funding for the part-time prosecutor position, as we did last year. Travis County was fortunate enough to secure funding for that position, but we are still seeking funding for the full-time intake attorney position and part-time summer victim counselor, as we have in years' past. To summarize, accelerated prosecution increases the likelihood for victim cooperation and batterer accountability. With accelerated prosecution, subpoenaed police officers are able to recall and testify to specific details about the incident and their interactions with the victim, which can be extremely beneficial to prosecution. Our office recognizes that the longer a case takes to reach a disposition, the harder a case is to prove and the harder it is to impose accountability on a defendant. Victims of family violence face increased danger and risks to their safety during the prosecution phase. Our office seeks to expedite the processing of cases so that victim restoration can begin sooner and safety can be facilitated for victims and our community.

Project Activities Information

Type of Crime Victim

Select the type(s) of crime victim this project targets and provide the percentage of time dedicated to serving each category of crime victim. You may select more than one type; however, the sum of the percentages may not exceed 100%.

Sexual Assault Percentage (%):
0
Domestic Abuse Percentage (%):
100
Stalking Percentage (%):
0
Dating/Acquaintance Percentage (%):
0

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Legal Advocacy	25.00	The Victim Counselor and Victim Counselor Interns will perform the following legal advocacy tasks: 1) assess a victim's safety and provide safety planning; 2) seek victim input on family violence criminal cases, 3) provide victim with information regarding their rights and options; 4) inform victims on the status of a criminal case; 5) assist with application for a protective order; 6) provide referrals for services that will assist with victim restoration; 7) provide in-court accompaniment.
Prosecution	75.00	The intake attorney performs the following prosecution tasks: 1) reviews family violence and related criminal complaints; 2) files formal criminal charges of crimes related to family violence; 3) makes punishment recommendations; 4) develops case strategy that starts at the date of filing; 5) performs negotations; 6) prepares case for trial; 7) collects, organizes and prepares evidence and other legal materials.

Geographic Area:

Travis County.

Target Audience:
The Travis County Attorney's Office's Accelerated Prosecution program serves victims of family violence and the office prosecutes perpetrators of family violence.

Gender:
The Travis County Attorney's Office's Accelerated Prosecution program serves all victims of family violence, whether they identify as male, female, or transgendered, but the majority of victims are women.

Ages:
The Travis County Attorney's Office Accelerated Prosecution program serves all victims of family violence regardless of age, but the majority of victims are 18 years of age and older.

Special Characteristics:
N/A

Measures Information

Progress Reporting Requirements

Outcomes Reported to Texas A&M University, Public Policy Research Institute (PPRI):

In addition to the measures listed below, all programs will be required to report the number of victims/survivors who returned to the agency as a result of a new victimization either by the same perpetrator or a new perpetrator. Note: This does not include victims returning to your agency to continue their treatment. This measure will be used to measure the efficacy of the services provided in the restoration of the victim to full mental, physical, and emotional health.

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of times survivors are accompanied to court.	79	200
Number of sexual assault, domestic violence and / or stalking cases filed.	3081	3000
Number of survivors assisted through the legal process.	584	500
Number of survivors assisted with crime victim compensation applications.	122	75
Number of survivors receiving information and / or referral (in person / by phone).	584	500
Number of volunteers trained to provide direct assistance to victims / survivors.	3	2
Number of sexual assault, domestic violence, and / or stalking cases referred.	3474	3000
Number of survivors contacted regarding court ordered restitution.	0	0

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL

Objective Outcome Measures

OUTCOME MEASURE	CURRENT	TARGET

	DATA	LEVEL
Number of charges dismissed or acquitted.	743	700
Number of children placed with a permanent care provider (for CASA programs).	0	0
Number of cases resulting in conviction or deferred adjudication.	655	700
Number of survivors receiving partial court ordered restitution.	0	0
Number of survivors receiving full court ordered restitution.	0	0

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL

Certification and Assurances

Each applicant must click on this link to review the standard Certification and Assurances.

Resolution from Governing Body

Applications from local units of governments and other political subdivisions must include a resolution that contains the following:

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

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

Contract Compliance

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

Select the Appropriate Response:
_ Yes
X No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all

applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:
_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response
_ Yes
X No
_ N/A

Fiscal Year

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

Enter the Begin Date [mm/dd/yyyy]:
10/1/2012
Enter the End Date [mm/dd/yyyy]:
9/30/2013

Sources of Financial Support

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

Enter the amount ($) of Federal Grant Funds:
26615667
Enter the amount ($) of State Grant Funds:
4816158

Single Audit

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

Select the Appropriate Response:
X Yes
_ No

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

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

Circular A-133).

Enter the Date of the Last Single Audit
9/30/2011

Equal Employment Opportunity Plan (EEOP)

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

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

Requirements for a Type I Entity:

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

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

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

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

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

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

Dana Hess, 854-9165, 700 Lavaca, Suite 420, Austin, TX 78701
Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity. Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

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

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

Select the appropriate response:
_ Type I Entity
_ Type II Entity
X Type III Entity

Debarment

Each applicant agency will certify that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

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

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

_ Yes
X No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation ($):
0
Position 2 - Name:

Position 2 - Total Compensation ($):
0
Position 3 - Name:

Position 3 - Total Compensation ($):
0
Position 4 - Name:

Position 4 - Total Compensation ($):
0
Position 5 - Name:

Position 5 - Total Compensation ($):
0

Fiscal Capability Information

Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/ %
Personnel	Advocate	This full-time Victim Counselor works with victims in Family Violence cases. This positions acts as 60% for the match. This counselor provides support, referrals, education and guidance to victims in criminal cases or protective orders. This position also helps accelerate prosecution by gathering victim	$0.00	$34,053.00	$0.00	$0.00	$34,053.00	60

		input and relaying this information to prosecutors. At 60% match, salary is $23,769 and fringe is $10,284, for a total of $34,053.						
Personnel	Advocate	1 Part-Time Victim Counselor for Summer 2014 that provides support, education and resources to victims of family violence. This counselor will provide 360 hours of work ($17.80 per hour, for 20 hours per week). Salary for this position is $6,408 with a fringe amount of $502, for a total of $6910.	$6,910.00	$0.00	$0.00	$0.00	$6,910.00	100
Personnel	Advocate	2 University of Texas School of Social Work Student Interns/Volunteers that provide support, education and resources for victims of family violence. This position increases the speed of prosecution by gathering victim input for criminal cases. These positions also assist victims who are applying for Protective Orders by providing legal assistance, counseling and advocacy. Each intern provides 480 hours of work for an in-kind match of $17.80 per hour for a total in-kind match of $17,088.	$0.00	$0.00	$17,088.00	$0.00	$17,088.00	100
Personnel	Prosecutor	1 FTE Intake Attorney for the TCAO Family Violence Division. An intake	$78,044.00	$0.00	$0.00	$0.00	$78,044.00	100

		attorney, who possesses experience and training related to domestic violence, will file our criminal cases in a faster capacity. This process results in accelerated prosecution with in turn, results in cases reaching a disposition in a faster capacity. With a 3% increase in cost allocation, salary is $57,247 and fringe is estimated to be $20,797.						

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
Intern hours	In Kind Match	$17,088.00
Travis County General Revenue Fund	Cash Match	$34,053.00

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$51,141.00	$34,053.00	$17,088.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	$84,954.00	$34,053.00	$17,088.00	$0.00	$136,095.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$84,954.00	$34,053.00	$17,088.00	$0.00	$136,095.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

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

THE STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION

WHEREAS, The County Commissioners of Travis County, Texas finds it in the best interest of the citizens of Travis County, that the Travis County Attorney's Office operate the Family Violence Accelerated Prosecution Program; and

WHEREAS, the Commissioners of Travis County have agreed to provide the minimum matching percentage for the said project as required by the Office of the Governor, Criminal Justice Division, grant application; and

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

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

NOW THEREFORE, BE IT RESOVLED that the County Commissioners of Travis County, Texas approves submission of the Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation grant application to the Office of the Governor, Criminal Justice Division for support of the Travis County Attorney's Office's Family Violence Accelerated Prosecution Program.

Signed by: _____

Samuel T. Biscoe
Travis County Judge

Passed and Approved this _____(Day) of _____(Month), 2013 (Year)

Grant Application Number: 2104405

TRAVIS COUNTY

FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: ☑	Permission to Continue: ☐
	Contract Approval: ☐	Status Report: ☐
Check One:	Original: ☑	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☑
Department/Division:	Juvenile Probation	
Contact Person/Title:	Maya Duff/Grant Coordinator	
Phone Number:	512-854-7046	

Grant Title:	Trauma Informed Assessment and Response program			
Grant Period:	From: Sep 1, 2013	To:	Aug 31, 2014	
Fund Source:	Federal: ☑	State: ☐	Local: ☐	
Grantor:	Office of the Governor, Criminal Justice Division			
Will County provide grant funds to a sub-recipient?	Yes: ☐	No: ☑		
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: ☑	No: ☐		
Originating Grantor:	United States Department of Justice			

Budget Categories	Grant Funds	County Cost Share	***Budgeted County Contribution*** ***#595010*** ***(Cash Match)***	In-Kind	**TOTAL**
Personnel:	$ 35,798	$ 0	$ 0	$ 0	$ 35,798
Operating:	$ 154,210	$ 0	$ 0	$ 0	$ 154,210
Capital Equipment:	$ 0	$ 0	$ 0	$ 0	$ 0
Indirect Costs:	$ 3,800	$ 0	$ 0	$ 0	$ 3,800
Totals:	$ 193,808	$ 0	$ 0	$ 0	$ 193,808
FTEs:	0.50	0.00	0.00	0.00	0.50

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

Department	Review	Staff Initials	Comments
County Auditor	☒	RP	
County Attorney	☒	JC	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ -	Applicable Departmental Measures				
1.	Number of program youth referred	n/a	n/a	499	514
2.	Number of program youth screened/assessed	n/a	n/a	182	187
3.	Number of program youth served	n/a	n/a	100	100
4.	Number of program youth with formal psychological/ psychiatric evaluations	n/a	n/a	100	100
+ -	Measures for the Grant				
1.	Number of program youth completing program requirements	n/a	n/a	53	53
	Outcome Impact Description	To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.			
2.	Number of youth complying with an aftercare plan	n/a	n/a	53	53
	Outcome Impact Description	To increase the supervision success rate for juveniles with a trauma-based diagnosis.			
3.	Number of program youth exhibiting a decrease in antisocial behavior	n/a	n/a	64	64
	Outcome Impact Description	To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.			
4.	Number of program youth exhibiting a decrease in substance use	n/a	n/a	58	58
	Outcome Impact Description	To improve access to substance abuse treatments and related services that will address the juveniles' exposure to trauma.			
5.	Number of program youth exhibiting an improvement in family relationships	n/a	n/a	55	55
	Outcome Impact Description	To improve family functioning through access to therapeutic services that will address the juveniles' exposure to trauma.			
6.	Number of program youth exhibiting an improvement in social competencies	n/a	n/a	59	59
	Outcome Impact Description	To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.			
7.	Number of program youth who offend or reoffend	n/a	n/a	30	30
	Outcome Impact Description	To increase community safety.			

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of a continuation grant application with the Office of the Governor, Criminal Justice Division, to continue to develop a trauma-informed infrastructure that will help identify youth who have been exposed to trauma and provide intervention services for these individuals. The program will leverage the existing collaborative efforts between TCJPD, CPS, and CASA.

This grant will pay for a 0.5 FTE licensed counselor/therapist position, and create contracts with CASA of Travis County and with a local psychiatrist.

The total grant application is for $193,808, with a required 2% indirect cost amount of $3,800. There is no cash match or long term County funding requirement for this grant.

PBO recommends approval of the 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 one?

The goal of Trauma Informed Assessment and Response is to develop a trauma-informed infrastructure that will aid in the identification of youth who have been exposed to trauma and provide targeted services for intervention. Identifying and directing care toward the needs of these youth will provide linkages to services that appropriately target trauma, improve behavioral and emotional functioning of both youth and their families, and empower parents and youth to develop better coping strategies. Eligible youth will be directed to services that include more rigorous psychological evaluation, psychiatric evaluation, trauma-based therapy, youth advocacy, alternative therapies (e.g., equine, music, or art therapy), and other services based on individual needs. If appropriate and beneficial for TCJPD and its youth, youth from other programs may use the services from this grant as well.

There are two objectives of this program. One is to improve outcomes for youth with identified mental health needs by diagnosing trauma and providing specific treatment and targeted services to meet those needs. A more rigorous mental health assessment process will identify a larger number of youth who have experienced trauma. Another objective is to leverage the existing collaborative efforts between TCJPD, CPS, and CASA for youth with trauma-based mental health disorders. Collaboration between these agencies will allow the program to provide more intensive services to address the needs of these youth.

The grant will pay for a .50 FTE senior counselor and/or therapist (licensed), who will be paid solely out of this grant, a contract with CASA of Travis County to provide a guardian ad litem for program participants, a contract with Dr. Casey O'Neal to provide intensive psychological and/or psychiatric evaluations, and trauma based/ alternative therapeutic services to program participants for a total cost of $193,808.

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

There are no long term County funding requirements 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.

No match is required.

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

2% indirect cost for $3,800.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), 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 continuation funding for personnel, contractual, and 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.

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

n/a

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

The Travis County Commissioner's Court approved the community plan, entitled--"Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY 2012 - FY 2015," on December 6, 2011. Nearly 30 Travis County government agencies including Travis County Juvenile Probation Department, school districts, and nonprofit organizations participated in developing the Community Plan. This project addresses priority C from the juvenile justice section. Priority C states: "Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems." To address this priority, the Trauma Informed Assessment and Response program will collaborate with service providers, non-profits, and multiple units within TCJPD to maximize resources, improve quality of services and outcomes, and reduce justice system involvement for youth experiencing mental health/co-occurring disorders and substance abuse problems associated with exposure to trauma.

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: Grant Application for Renewal of Trauma Informed Assessment and Response program

DATE: February 7, 2013

Attached is the Travis County Juvenile Probation FY14 grant application to the Office of the Governor, Criminal Justice Foundation for the Trauma Informed Assessment and Response program. $193,808 has been requested to fund one part-time senior counselor/therapist and contracted vendors to provide psychological examinations and trauma based therapy to youth.

This funding will be used to develop a trauma-informed infrastructure that will aid in the identification of youth who have been exposed to trauma and provide targeted services for intervention. Identifying and directing care toward the needs of these youth will provide linkages to services that appropriately target trauma, improve behavioral and emotional functioning of both youth and their families, and empower parents and youth to develop better coping strategies. Eligible youth will be directed to services that include more rigorous psychological evaluation, psychiatric evaluation, trauma-based therapy, youth advocacy, alternative therapies (e.g., equine, music, or art therapy), and other services based on individual needs.

Please review this item and place it on the **February 26, 2013** Commissioner's Court agenda for their consideration and action. Please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Rhett Perry
Britt Canary
Darryl Beatty
Gail Penney-Chapmond
Sylvia Mendoza
Lisa Eichelberger
Grant File

Print This Page

Agency Name: Travis County
Grant/App: 2577202 **Start Date:** 9/1/2013 **End Date:** 8/31/2014

Project Title: Trauma Informed Assessment and Response
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460001922000

Application Eligibility Certify:
Created on:12/27/2012 9:33:13 AM By:Estela Medina

Profile Information

Applicant Agency Name: Travis County
Project Title: Trauma Informed Assessment and Response
Division or Unit to Administer the Project: Juvenile Probation Department
Address Line 1: 2515 South Congress Avenue
Address Line 2:
City/State/Zip: Austin Texas 78704-5513
Start Date: 9/1/2013
End Date: 8/31/2014

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

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

Project Director
User Name: Estela Medina
Email: estela.medina@co.travis.tx.us
Address 1: 2515 South Congress Avenue
Address 1:
City: Austin, Texas 78704
Phone: 512-854-7069 Other Phone:
Fax: 512-854-7097
Title: Ms.
Salutation: Chief

Financial Official
User Name: Nicki Riley
Email: nicki.riley@co.travis.tx.us
Address 1: 700 Lavaca Street Suite 1200
Address 1:
City: Austin, Texas 78701
Phone: 512-854-9125 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.

Grant Writer
User Name: Maya Duff
Email: maya.duff@co.travis.tx.us
Address 1: 2515 South Congress Ave.
Address 1:
City: Austin, Texas 78704
Phone: 512-854-7046 Other Phone:

Fax: 512-854-7093
Title: Ms.
Salutation: Ms.

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide juvenile prevention and / or intervention services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460001922000
Data Universal Numbering System (DUNS): 030908842

Narrative Information

Primary Mission and Purpose

The purpose of this program is to support programs that prevent violence in and around schools and to improve the juvenile justice system and develop effective education, training, prevention, diversion, treatment, and rehabilitation programs in the area of juvenile delinquency.

Funding Levels
The anticipated funding levels for Juvenile Justice Programs are as follows:

- Minimum Award - $5,000
- Maximum Award – None
- Matching Funds - None

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

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

Program Requirements

Preferences
Preference will be given to those applicants that demonstrate cost effective programs focused on proven or promising approaches to services provision.

Juvenile Justice Board Priorities
Juvenile justice projects or projects serving delinquent or at-risk youth will address at least one of the following priorities developed by the Governor's Juvenile Justice Advisory Board to be eligible for funding:

Diversion - Programs to divert at-risk juveniles from entering the juvenile justice system. At-risk juveniles are those having had documented discipline problems in the school system or contact with law enforcement or juvenile probation.

Job Training - Projects to enhance the employability of juveniles or prepare them for future employment. Such programs may include job readiness training, apprenticeships, and job referrals.

Professional Therapy and Counseling/Mental Health - Services include, but are not limited to, the development and/or enhancement of diagnostic, treatment, and prevention instruments; psychological and psychiatric evaluations; counseling services; and/or family support services.

If your program incorporates academically researched, peer reviewed, or evidence based practices, please provide any information that supports the program's approach:

Programs providing mental health services are strongly encouraged to utilize a multidisciplinary team to assist with planning and implementation of the program.

If your program is utilizing a multidisciplinary team, please provide the name and discipline(s) of each team member:

School Based Delinquency Prevention - Education programs and/or related services to prevent truancy, suspension, and expulsion. School safety programs may include support for school resource officers and law-related education.

Substance Abuse - Programs, research, or other initiatives to address the use and abuse of illegal and other prescription and nonprescription drugs and the use and abuse of alcohol. Programs include control, prevention, and treatment.

Training and Technology/Juvenile Justice System Improvement (for Statewide Projects Only) - Programs, research, and other initiatives to examine issues or improve practices, policies, or procedures on a system-wide basis (e.g., examining problems affecting decisions from arrest to disposition and detention to corrections).

Sustainability
Over the course of the past few years, funding for juvenile programs has experienced a substantial decline. For example, federal awards to Texas under the Juvenile Justice and Delinquency Prevention Act have decreased by 66% since 2010. CJD encourages applicants to consider alternative methods of sustaining grant funded services should future funding become unavailable.

Criminal History Reporting
Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public (DPS) safety as directed in the Texas Code of Criminal Procedure, Chapter 60. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Civil Rights Liaison

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

Enter the Name of the Civil Rights Liaison:

Kimberley Austin-Smith

Enter the Address for the Civil Rights Liaison:

Travis County Human Resources; 700 Lavaca Street, Suite 420, Second Floor; Austin, TX 78701

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

512-854-9165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Juvenile Justice Program Local and Statewide Solicitations.
X I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.
Enter your problem statement:
Childhood exposure to trauma can negatively impact cognitive, emotional, behavioral, and interpersonal functioning and heighten the youth's risk of becoming involved in the criminal justice system. Current literature indicates that the majority of youth entering the juvenile justice system have been exposed to adverse events or traumatic stressors, including physical or sexual abuse, neglect, and domestic or community violence. The Travis County Juvenile Probation Department will need to integrate an evidence-based trauma assessment tool to correctly identify children who have experienced trauma and to provide targeted trauma-informed intervention.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.
Enter your supporting data:
The Travis County Juvenile Probation Department (TCJPD) works with a significant number of youth who have been identified as having mental health issues. In State FY12, there were 2,265 juveniles referred to TCJPD, representing 3,947 referrals. Of the 2,053 youth screened, it was determined that 24% (499) had a mental health need. A more intensive assessment was conducted with 50% (248) of these youth; 182 youth were assessed with a mental health assessment and 97 youth were assessed with a psychological. Of those assessed, 19% received a trauma-based diagnosis (e.g., neglect, sexual abuse, physical abuse, and post-traumatic stress disorder). However, it is estimated that more than 60 percent of youth involved in the juvenile justice system nationwide have experienced some form of trauma. With enhanced trauma-based tools, we anticipate the number of Travis County Juvenile Probation youth properly identified as having a trauma-based diagnosis will increase substantially. Better assessment and diagnosis will allow for more targeted recommendations and interventions. Youth with a history that includes trauma have more complex need and require therapeutic services to specifically address their exposure to trauma. Youth with an identified mental health need, including those who have experienced trauma, have a higher rate of recidivism (12%) than those without an identified need (6%).

Community Plan:

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

The Travis County Commissioner's Court approved the community plan, entitled--"Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY 2012 - FY 2015," on December 6, 2011. Nearly 30 Travis County government agencies including Travis County Juvenile Probation Department, school districts, and nonprofit organizations participated in developing the Community Plan. This project addresses priority C from the juvenile justice section. Priority C states: "Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems." To address this priority, the Trauma Informed Assessment and Response program will collaborate with service providers, non-profits, and multiple units within TCJPD to maximize resources, improve quality of services and outcomes, and reduce justice system involvement for youth experiencing mental health/co-occurring disorders and substance abuse problems associated with exposure to trauma.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.
Enter a description for the overall goals and objectives:
The goal of the Trauma Informed Assessment and Response program is to develop a trauma-informed infrastructure that will aid in the identification of youth who have been exposed to trauma and provide targeted services for intervention. Identifying and directing care toward the needs of these youth will provide linkages to services that appropriately target trauma, improve behavioral and emotional functioning of both youth and their families, and empower parents and youth to develop better coping strategies. Eligible youth will be directed to services that include more rigorous psychological evaluation, psychiatric evaluation, trauma-based therapy, youth advocacy, alternative therapies (e.g., equine, music, or art therapy), and other services based on individual needs. There are two objectives of this program: (1) to improve outcomes for youth with identified mental health needs by diagnosing trauma and providing specific treatment and targeted services to meet those needs; and (2) to leverage the existing collaborative efforts between TCJPD, CPS, and CASA for youth with trauma-based mental health disorders. The program will improve family functioning and performance in school; increase the supervision success rate; and reduce the need for out of home placement and the likelihood of recidivating.

Cooperative Working Agreement (CWA):

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

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

Note: A **Sample CWA** is available here for your convenience.
Enter your cooperating working agreement(s):
n/a

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)
Enter your current grant's progress:
The major obstacle for Travis County Juvenile Probation Department (TCJPD) thus far has been the time needed for local processes. Since this grant is currently in its first year, it required the creation of contracts for vendors and a vacancy announcement for the position to be filled. Prior to initiating activities, all grant awards must first be approved at Travis County Commissioners' Court, a process which typically takes 2-3 weeks from the date of the award notice. After Commissioners' Court approval, the execution of contracts typically takes two months to complete internal approvals and obtain signatures from vendors. For this grant, many of the contracts were with new vendors; TCJPD selected vendors with specialties that were not being addressed by existing vendors to enhance services that it is able to provide to youth. Additionally, one contract needed to be modified in order to meet the requirements of the Prison Rape Elimination Act (PREA).The hiring process typically takes 2-3 months to obtain internal approvals, screen applicants, conduct interviews, and select a candidate. Now that contracts are in place and a candidate has been hired for the part-time counselor position, project activities are expected to flow smoothly. TCJPD anticipates meeting its goals for the first year of the grant.

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.
Enter your summary statement for this project:
Youth referred to the juvenile system have complex mental health needs, and those with a history of trauma require specific therapeutic services to address their exposure to trauma. Of the youth receiving comprehensive assessments, 19% have been identified as experiencing trauma such as family violence, abuse, neglect, and post-traumatic stress disorder. It is estimated that more than 60 percent of youth involved in the juvenile justice system nationwide have experienced some form of trauma. We believe that there is a large number of youth in Travis County that our current assessment process is unable to identify as having experienced trauma. Without effective interventions, a traumatic experience will likely manifest as behavioral problems, poor social skills, cognitive issues, relational conflicts, violent outbursts or self-injurious or suicidal behaviors. This may also lead to serious mental health issues including: anxiety, depression, or suicidal ideations. A more rigorous assessment process will identify a larger number of youth who have experienced trauma. Collaboration between TCJPD, CPS, and CASA will allow the Trauma Informed Assessment and Response program to provide more intensive services to address the needs of these children. Youth identified as needing comprehensive assessment will participate in a Mental Health Assessment (MHA). The MHA will incorporate an evidence-based trauma assessment tool administered by a qualified mental health professional. The addition of a part-time counselor will ensure all assessments are conducted timely. Once identified, youth will receive a rigorous trauma focused psychological or psychiatric evaluation and those eligible will be referred to the program. Upon acceptance to the program, youth will be directed to one of two tracks. Participants in the first track, youth with trauma exposure who have a mental health need and do not have CPS involvement, will be provided trauma-based therapy, intensive case management, school advocacy for special education services, alternative therapies, and linkages to other community agencies that will help support the youth and family. Youth in the second track,

those with CPS involvement, will be assigned a CPS case worker and a CASA guardian ad litem appointed by a judge, in addition to the services provided in track one. This guardian ad litem will provide legal, educational, medical, mental health, and placement advocacy for eligible youth. Through this program all youth will have more effective case plans and treatment modalities to address trauma, linkages to appropriate services based on individual need, and probation officers to track progress in the program. Youth are expected to participate in the program for up to nine months; by limiting the length of stay in the program, we hope to limit youths' amount of exposure to the juvenile justice system. Use of trained trauma therapists and evidence-based alternative therapies will provide an intervention for youth who have been previously under-identified or misdiagnosed. Therapy for children who have histories including trauma must address unresolved issues related to exposure to traumatic events. Exposure to traumatic events may lead to difficulties trusting or attaching to others, an impaired sense of self, lack of appropriate boundaries, and the use of maladaptive coping skills. Alternative therapies complement traditional therapy by giving children additional tools for coping with emotional distress stemming from exposure to trauma. These therapies include equine, art, and music therapy. Equine therapy assists children in processing traumatic experiences by providing positive interactions with animals that can decrease stress and negative feelings, while building trust, self-esteem, and compassion. Art therapy encourages communication of thoughts and feelings through artistic expression. Music therapy combines both words and sounds to deliver a message in a non-threatening manner to increase self-expression and communication.

Project Activities Information

Reserved

This section left intentionally blank.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Professional Therapy and Counseling	100.00	Youth referred to the Travis County Juvenile Probation Department will be screened with the Massachusetts Youth Screening Instrument - Second Version (MAYSI-2). When indicated by the MAYSI-2, a follow-up evaluation will be conducted by a counselor in the Juvenile Assessment Center to determind the need for more comprehensive assessment. Youth identified as needing comprehensive assessment will participate in a Mental Health Assessment (MHA). The MHA will incorporate an evidence-based trauma assessment tool administered by a qualified mental health professional. Those who indicate a trauma history will receive a more rigorous trauma focused psychological or psychiatric evaluation, and iwll be linked to appropriate serices based on the results of this evaluation. Youth participating in the Trauma Informed Assessment and Response program will receive targeted services based on need. These services will include individual, family, and group counseling, links to community support, education programming, and alternative therapies such as equine, art, and/or music therapy. Additionally, youth with CPS involvement will have a CASA guardian ad litem appointed by a judge. The program will create more effective case plans and provide trauma-informed care. Therapists will provide weekly feedback on progress and casework managers will follow-up on areas of concern. Program length of stay is based on the needs of the youth and family and is expected to be no longer than nine months. Programming will include the development of effective aftercare plans for youth to successfully transition out of the juvenile justice system.

Geographic Area:
Travis County

Target Audience:
Pre-adjudicated and Adjudicated offenders

Gender:
Male and Female

Ages:
10-17

Special Characteristics:
Identified as having trauma based mental health disorders

Measures Information

Progress Reporting Requirements

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

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of program youth referred.	499	514
Number of program youth screened / assessed.	182	187
Number of program youth served.	100	100

Number of program youth with formal psychological / psychiatric evaluations.	100	100

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL

Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of program youth completing program requirements.	53	53
Number of program youth complying with aftercare plan.	53	53
Number of program youth exhibiting a decrease in antisocial behavior.	64	64
Number of program youth exhibiting a decrease in substance use.	58	58
Number of program youth exhibiting an improvement in family relationships.	55	55
Number of program youth exhibiting an improvement in social competencies.	59	59
Number of program youth who offend or reoffend.	30	30

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL

Certification and Assurances

Each applicant must click on this link to review the standard Certification and Assurances.

Resolution from Governing Body

Applications from local units of governments and other political subdivisions must include a resolution that contains the following:

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

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

Contract Compliance

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

Select the Appropriate Response:

X Yes
_ No

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

Enter a description for monitoring contract compliance:

The division director and/or designee monitor contract compliance with the vendors used for professional services. This includes: conducting site visits; making regular contacts with the vendors to monitor client services and progress; authorizing payments consistent with the contract documents; exercising remedies, as appropriate, where a contractor's performance is deficient; resolving disputes in a timely manner; and maintaining appropriate records.

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:

_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

_ Yes
X No
_ N/A

Fiscal Year

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

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

10/1/2012

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

9/30/2013

Sources of Financial Support

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

Enter the amount ($) of Federal Grant Funds:

26615667

Enter the amount ($) of State Grant Funds:

4816158

Single Audit

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

Select the Appropriate Response:

X Yes
_ No

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

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

Enter the date of your last annual single audit:

9/30/2011

Equal Employment Opportunity Plan (EEOP)

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

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

Requirements for a Type I Entity:

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

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

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

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

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

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

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

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

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

Select the appropriate response:

_ Type I Entity
_ Type II Entity
X Type III Entity

Debarment

Each applicant agency will certify that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

X I Certify
_ Unable to Certify

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

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?
_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?
_ Yes
X No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation ($):
0

Position 2 - Name:

Position 2 - Total Compensation ($):
0

Position 3 - Name:

Position 3 - Total Compensation ($):
0

Position 4 - Name:

Position 4 - Total Compensation ($):
0

Position 5 - Name:

Position 5 - Total Compensation ($):
0

Fiscal Capability Information

Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).
Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?
Select the appropriate response:

_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Indirect Costs	Approved Rate - 2% or Less	Indirect costs at 2% of budget	$3,800.00	$0.00	$0.00	$0.00	$3,800.00	0
Personnel	Counselor and/or Therapist (licensed)	Part-Time Senior Counselor, paid solely out of grant funds.	$35,798.00	$0.00	$0.00	$0.00	$35,798.00	50
Contractual and Professional Services	Court Personnel (e.g., Advocate, Coordinator, Officer, Reporter)	CASA Guardian Ad Litem (advocate) for youth in the program.	$15,000.00	$0.00	$0.00	$0.00	$15,000.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Funds are budgeted for bus passes for youth to travel to and from therapy sessions.	$1,440.00	$0.00	$0.00	$0.00	$1,440.00	0
Contractual and Professional Services	Mental Health Assessment Services	Contracted psychologist will provide intensive evaluations for 50 youth in the program at $575 each.	$28,750.00	$0.00	$0.00	$0.00	$28,750.00	0
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	Equine therapy for youth at $65-$85/session. Up to 25 youth will receive therapy for between 12-24 weeks.	$30,790.00	$0.00	$0.00	$0.00	$30,790.00	0
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	Music and art therapy for youth at $65/session. Up to 23 youth will receive therapy for 12-24 weeks.	$40,430.00	$0.00	$0.00	$0.00	$40,430.00	0
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	Trauma-informed therapy for youth at $65-$75/session for up to 20 youth. Youth will receive therapy for 12-24 weeks.	$37,800.00	$0.00	$0.00	$0.00	$37,800.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

8d

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	$152,770.00	$0.00	$0.00	$0.00	$152,770.00
Indirect Costs	$3,800.00	$0.00	$0.00	$0.00	$3,800.00
Personnel	$35,798.00	$0.00	$0.00	$0.00	$35,798.00
Travel and Training	$1,440.00	$0.00	$0.00	$0.00	$1,440.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$193,808.00	$0.00	$0.00	$0.00	$193,808.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

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

COMPREHENSIVE CERTIFICATION AND ASSURANCES

ASSURANCES

The applicant must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, OMB Circulars No. A-21, A-110, A-122, A-87, A-133; Office of Justice Programs (OJP) Financial Regulations; Education Department General Administrative Regulations (EDGAR); E.O. 12372 Uniform Administrative Requirements for Grants and Cooperative Agreements — 28 CFR, Part 66, Common Rule; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a grantee, the more restrictive requirement applies. Specifically, the following applicable requirements must be certified:

1. **LEGAL AUTHORITY** - It possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. **DISPLACED PERSONS** - It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
3. **POLITICAL ACTIVITY** – It will comply with provisions of Federal law which limit certain political activities of employees of State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **LABOR FAIR STANDARDS ACT** - It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** - It will establish 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.
6. **EXAMINATION OF RECORDS** - It will give the sponsoring agency, the Office of the Governor, or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. **COMPLIANCE WITH REQUIREMENTS** - It will comply with all requirements imposed by the Federal sponsoring agency, the Office of the Governor, or the Comptroller General, concerning special requirements of law, program requirements, and other administrative requirements.
8. **EPA VIOLATING FACILITIES** - It will insure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) list of Violating Facilities, and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. **FLOOD INSURANCE** - It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. **HISTORIC PRESERVATION** - It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. **NATIONAL ENVIRONMENTAL POLICY ACT** – It will assist the federal grantor agency in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424), by (a) identifying if any of the following activities will be related to the use of grant funds: (1) new construction; (2) minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (3) a renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and (4) implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and (b) by complying with the following conditions relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories: (1) provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories; (2) provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned

to either the seizure or closure of clandestine methamphetamine laboratories; (3) as determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment; (4) assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory; (5) utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory; (6) dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities; (7) monitor the transport, disposal, and recycling components of subsections numbered (5) and (6), immediately above, in order to ensure proper compliance; (8) have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.

12. **COMPLIANCE WITH LAWS AND GUIDES** - It will comply, and assure the compliance of all its sub grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
13. **COMPLIANCE WITH CODE OF FEDERAL REGULATIONS** - It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/ Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
14. **NONDISCRIMINATION** –
    A. It will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
    B. It will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C: § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans With Disabilities Act (ADA) of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).
    C. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Justice Programs, Office for Civil Rights (OCR).
    D. It will provide an Equal Employment Opportunity Plan (EEOP) to OCR and to the Office of the Governor (OOG), if required to submit one; otherwise, it will provide a certification to the OCR and the OOG that it has a current EEOP on file, if required to maintain one. For public grantee agencies receiving less than $25,000, or public grantee agencies with fewer than 50 employees, regardless of the amount of the award, no EEOP is required. Information about civil rights obligations of grantees can be found at http://www.ojp.usdoj.gov/ocr.
15. **LIMITED ENGLISH PROFICIENCY**-It will comply with Ex. Order 13166 (Improving Access to Services for Persons with Limited English Proficiency) and resulting agency guidance which states that national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, a recipient must take reasonable steps to ensure the LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In conducting its programs and activities, the recipient is encouraged to consider the language service needs of LEP persons whom it serves or encounters. Additional assistance and information regarding LEP obligations can be found at http://www.lep.gov.
16. **COASTAL BARRIERS** - It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
17. **SUPPLANTING PROHIBITION** - It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.
18. **TAXES** – It will comply with all State and Federal laws and are solely responsible for filing all required State and Federal tax forms.
19. **GRANT ADMINISTRATION** - It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
20. **PUBLIC INFORMATION** - It will ensure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
21. **CHILD SUPPORT PAYMENTS** – It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
22. **SUSPECTED CHILD ABUSE** - It will comply with Section 261.101 of the Texas Family Code, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective

and Regulatory Services. Grantees shall also ensure that all program personnel are properly trained and aware of this requirement.

23. **RELATIVES** - It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body, or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
24. **OPEN MEETINGS** - If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically excluded in the Texas Constitution.
25. **HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY** - If the applicant is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
26. **LAW ENFORCEMENT AGENCY** - If the applicant is a law enforcement agency regulated by Texas Government Code, Chapter 415, it will comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Texas Government Code, Chapter 415, or it must provide the Criminal Justice Division with a certification from the Texas Commission on Law Enforcement Officer Standards and Education stating that the agency is in the process of achieving compliance with such rules.

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The applicant certifies that it will provide a drug-free workplace by:
   - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
   - B. Establish a drug-free awareness program to inform employees about:
     - i. the dangers of drug abuse in the workplace;
     - ii. the applicant's policy of maintaining a drug-free workplace;
     - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
     - iv. the penalties that may be imposed upon employees for drug abuse violations.
   - C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
   - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
     - i. abide by the terms of the statement, and
     - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
   - E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
   - F. Taking one of the following actions with respect to any employee who is so convicted:
     - i. taking appropriate personnel action against such an employee, up to and including termination; or
     - ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
   - G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. **LOBBYING** – The applicant certifies that:
   - A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of the Criminal Justice Division.
   - B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Criminal Justice Division to obtain the appropriate disclosure form.
   - C. It will include the language of paragraphs A. and B. of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

RESOLUTION

WHEREAS, the Commissioners of Travis County find it in the best interest of the citizens of Travis County that the Trauma Informed Assessment and Response program be operated; and

WHEREAS, the Commissioners of Travis County have agreed to provide the minimum matching percentage for said project as required by the Office of the Governor, Criminal Justice Division, grant application; and

WHEREAS, the Commissioners of Travis County have agreed that in the event of loss or misuse of the Criminal Justice Division funds, all funds will be returned to the Criminal Justice Division in full.

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

NOW THEREFORE, BE IT RESOLVED that the Commissioners of Travis County approve the submission of the grant application for the Trauma Informed Assessment and Response program to the Office of the Governor, Criminal Justice Division.

Signed by: _____

SAMUEL T. BISCOE, County Judge

Passed and Approved this 26th of February, 2013

Grant Application Number: **2577202**

TRAVIS COUNTY

FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: ☑	Permission to Continue: ☐
	Contract Approval: ☐	Status Report: ☐
Check One:	Original: ☐	Amendment: ☑
Check One:	New Grant: ☐	Continuation Grant: ☑
Department/Division:	Travis County Health and Human Services/ Office of Children's Services	
Contact Person/Title:	John C. Bradshaw, Contract Specialist	
Phone Number:	854-4277	

Grant Title:	Parenting in Recovery II			
Grant Period:	From:	Sep 30, 2012	To:	Sep 29, 2013
Fund Source:	Federal: ☑	State: ☐	Local: ☐	
Grantor:	U.S. Dept. of Health and Human Services/ Administration for Children and Families			
Will County provide grant funds to a sub-recipient?	Yes: ☑	No: ☐		
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: ☐	No: ☑		
Originating Grantor:				

Budget Categories	Grant Funds	County Cost Share	***Budgeted County Contribution*** ***#595010*** ***(Cash Match)***	In-Kind	**TOTAL**
Personnel:	$ 75,206	$ 0	$ 74,580	$ 0	$ 149,786
Operating:	$ 550,541	$ 0	$ 193,615	$ 0	$ 744,156
Capital Equipment:	$ 0	$ 0	$ 0	$ 0	$ 0
Indirect Costs:	$ 0	$ 0	$ 0	$ 0	$ 0
Totals:	$ 625,747	$ 0	$ 268,195	$ 0	$ 893,942
FTEs:	1.00	0.00	1.00	0.00	2.00

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

Department	Review	Staff Initials	Comments
County Auditor	☒	JC	
County Attorney	☒	MEG	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ -	Applicable Departmental Measures				
1.	Number of clients receiving substance treatment services	477	467	425	425
2.	Number of families involved with child welfare completing service plan goals	147	136	125	125
3.	Number of new children entering care	627	669	525	525
+ -	Measures for the Grant				
1.	Percentage of children who had an initial occurrence and/or recurrence of substantiated/ indicated child maltreatment within 6, 12, 18 and 24 months after enrolling in the RPG program	12%	8%	35%	35%
	Outcome Impact Description	Reduces the number of incidences of child maltreatment in our co			
2.	Percentage of children identified as at risk of removal from the home who are able to remain in the custody of a parent or caregiver through case closure	72%	82%	50%	50%
	Outcome Impact Description	Reduces the number of children placed in the foster care system d			
3.	Percentage of parents or caregivers who were able to access timely and appropriate substance abuse treatment as calculated by number of days between program entry and treatment entry (10 days)	93%	90%	80%	80%
	Outcome Impact Description	Parents and caregivers with early access to substance dependence			

PBO Recommendation:

HHS&VS is requesting permission from the granting agency, the US Department of Health and Human Services, to carryover $125,747 in grant funding savings from the Parenting in Recovery Program to provide an additional 12 months of services. The funding will allow the department to finish the substance abuse treatment program for those clients enrolled in the program during FY 12. 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 one?

For the past five years, Parenting in Recovery (PIR) has been used to fund services as part of the Family Drug Treatment Court (FDTC) collaboration with the District Attorney's Office, District Court and these primary community partners:

- Department of Family and Protective Services – Child Protective Services
- Austin Recovery
- CASA
- Foundation Communities
- ATCIC
- Private Attorneys
- SafePlace
- Communities in Recovery
- Manos de Cristo
- Lone Star Circle of Care.

The PIR funds help to provide a flexible, comprehensive continuum of services for families involved with the FDTC as a result of methamphetamine or other substance dependence. The primary objective is to keep families together in the community while they receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

FY'12 was the fifth and final year of the original grant but Travis County was awarded a two-year extension at $500,000 per year through 9/29/14.

Travis County is requesting through this carryover application to add $125,747 in unspent FY'12 funds to the $500,000 already awarded for FY'13. This increases the total grant funds for FY'13 to $625,747.

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

If the U.S. Dept. of Health and Human Services approves the carryover request, the match required for FY'13 will increase to $268,195 from the original match of $214,286. TCHHSVS will meet this increased match through a portion of the General Fund money allocated for substance abuse treatment and recovery support in the ATCIC SAMSO and ATCIC System of Care contracts. The long-term goal of the PIR grant is program sustainability. The role of TCHHSVS in this sustainability is to provide a portion of the substance abuse treatment and recovery support dollars and provide staff expertise as it relates to substance abuse by funding a Substance Abuse Clinical Manager position.

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.

TCHHSVS is using $193,615 of the service dollars mentioned above as well as $74,580 of the Substance Abuse Clinical Manager's salary and benefits to provide the $268,195 match required if the carryover request is approved.

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

TCHHSVS did not request any indirect costs in the original grant application as it was under the impression that Travis County does not have a federally approved indirect cost rate. However, TCHHSVS will explore the possibility of including some indirect costs in year two of this grant in light of an email from PBO requesting that all grant applications include an amount for indirect costs unless specifically prohibited by the grantor.

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

No. As mentioned in the response to question 2, the long-term goal of the PIR grant is program sustainability. This program relies heavily on local resources to support substance abuse and recovery supports for sustainability after the grant ends. TCHHSVS staff and grant partners will identify the funding for treatment and flexible services potentially through increased Travis County, City of Austin, State funding, and health insurance. The structure of PIR/FDTC will be sustained by the various partners:
District Attorney, District Court, Child Protective Services will sustain positions, supports and structure to maintain the PIR/FDTC.

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

NA.

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 services provided by the PIR grant are in line with other services offered by the Office of Children's Services within TCHHSVS. The relevant departmental performance measures are included in this summary.

(Note: The FY'12 departmental and grant performance measures are the actual, not projected, measures.)

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
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608

DATE: February 11, 2013

TO: Members of the Commissioners Court

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

SUBJECT: Carryover Request to the U.S. Department of Health and Human Services for Parenting in Recovery grant

Proposed Motion:
Consider and take appropriate action to approve a Carryover Request to the U.S Department of Health and Human Services to allow expenditure of FY'12 Parenting in Recovery grant funds in FY'13.

Summary and Staff Recommendations:
Travis County Health and Human Services and Veterans Service (TCHHSVS) serves as the lead agency for a regional partnership (known as the Parenting in Recovery project) that includes Austin Recovery, Foundation Communities, Texas Department of Family and Protective Services, Austin Travis County Integral Care, Travis County Family Drug Treatment Court and Workforce Solutions.

The Parenting in Recovery project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. The primary objective of the project is to keep families

together while the parents receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

TCHHSVS is requesting to use $125,747 in unspent FY'12 grant funds to complete treatment and provide recovery supports for 28 families.

TCHHSVS staff recommends approving this request.

Budgetary and Fiscal Impact:
There is $125,747 left of the $500,000 in FY'12 grant funds. Grant rules allow grantees to request a carryover of these funds to complete treatment for clients enrolled in FY'12.

Issues and Opportunities:
Children are put at risk when one or both parents have a substance dependence problem. The cost of maintaining an addiction diverts a family's financial resources from providing basic needs such as food, clothing, and housing. Parental substance dependence is a key factor underlying the abuse or neglect experienced by many of the children entering foster care. The Parenting in Recovery project is designed to keep families together by providing treatment and support services.

Background:
The Administration for Children and Families within the U.S. Department of Health and Human Services provides grants for regional partnerships designed to enhance the safety of children who are in an out-of-home placement or are at risk of being put in an out-of-home placement due to a parent's or caretaker's methamphetamine or other substance dependence.

Cc: Andrea Colunga Bussey, Director, Office of Children's Services, TCHHSVS
Nicki Riley, Travis County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leslie Browder, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

Travis County Health and Human Services & Veterans Service
Office of Children Services

Children's Partnership◆Children F.I.R.S.T.◆Healthy Families◆TRIAD◆CPC◆PIR◆YFAC

Palm Square Building, 100 North IH 35, Suite 3000, Austin, TX 78701
Phone: (512) 854-9004 Fax: (512) 854-4115

Office of Grants Management
Bernard Morgan
Office on Child Abuse and Neglect, Children's Bureau, ACF, HHS
Jean Blankenship
Office of Grants Management
370 L'Enfant Promenade, S.W.
6th Floor
Washington, D.C. 20447

Re: **Carryover Request for RPG: Parenting in Recovery (PIR) 90CU0039/06**

Date of Request: **February 26th, 2013**

Travis County is requesting carryover funds from the final award year of the grant to the first year of the extension grant award. The Parenting in Recovery grant was originally awarded on 9/30/2007 and concluded on 9/29/2012. The site was awarded a two-year extension grant beginning 9/30/2012 and ending on 9/29/2014.

Revised Expiration Date

New End Date for RPG/PIR Extension Grant: 9/29/2014
Number of Months: 24 months

Supporting Reasons for the Request

PIR is requesting that the unspent funds from year five be approved for use in this carryover request to support these activities that were planned but unmet in year five: Services dollars to support continued substance abuse treatment and recovery supports for participants enrolled in project years four and five - **$125,747**. These expenditures support the approved goals and objectives of this grant award, which are (1) expedite access to extended stays in residential substance abuse treatment, (2) provide residential substance abuse treatment for mothers and child(ren), and (3) develop wraparound supports and services to families upon discharge from treatment.

By September 29th 2012, the PIR project will have enrolled 115 participants. Of those, 28 are active participants with the project. The average length of stay in the project is 14 months. Each participant receives 90 days of inpatient substance abuse treatment and funding for recovery supports that include: housing/utility allowance; parent and recovery coaching; mental health services; and medical/dental care. The 28 active participants will continue to be eligible for allocated services during the carryover period as they have not completed their enrollment period:

- 5 participants have between 0-3 months of time left with the project starting Sept 2012
- 10 participants have between 4-6 months of time left with the project starting Sept 2012
- 8 participants have between 7-10 months of time left with the project starting Sept 2012
- 5 participants have between 11-14 months of time left with the project starting Sept 2012

Travis County Health and Human Services & Veterans Service
Office of Children Services

Children's Partnership◆Children F.I.R.S.T.◆Healthy Families◆TRIAD◆CPC◆PIR◆YFAC

Palm Square Building, 100 North IH 35, Suite 3000, Austin, TX 78701
Phone: (512) 854-9004 Fax: (512) 854-4115

The activities below were planned, approved and begun in Year Five of the grant award but could not be completed by the grant conclusion on 9/29/12.

Substance Abuse Treatment – 5 participants completed their treatment in December 2012 incurring $31,108 in treatment costs. This is calculated based on the number of days left in treatment (out of the total 90) times the daily rate of $178.

Recovery Supports – Each participant is allocated funding for Recovery Supports to be expended based on individual documented need throughout their enrollment period. All 28 participants are eligible to receive and expend recovery supports during year 6 (year 1 of the extension grant). The amount expended by each participant varies and depends on their individual needs – on average the expenditures range from $5,000 to $8,000 over a 14-month period. During year 6 (year 1 of the extension grant), the projected amount of Recovery Supports to be expended by the participants is $117,900. This amount is derived by calculating the balance left for each participant by subtracting their year to date expenditures in their Recovery Support allocation from the maximum of $8,000. The carryover request for $125,747 will cover a portion of the projected cost to fully serve the participants per the grant design of $149,008 for substance abuse treatment and recovery supports.

Remaining Balance

Travis County has an unexpended carryover balance of $125,747 in the contractual line item of the budget. Please see attached budget for a more detailed explanation of the balance.

All SF-425's and Program Progress Reports on file

Travis County has submitted as required all financial and programmatic reporting documents

- Progress Reports have been submitted as required – twice a year for each grant year.
- SF-425's have been submitted as required and are on file with grantor.

ATTACHMENTS:

1. Cover letter signed by Authorizing Official – Judge Biscoe
2. Budget Detail for Carryover Request
3. Current SF-425
4. SF-424 and 424A

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

Bernard Morgan
Grants Management Specialist
Jean F. Blankenship
Federal Project Officer
Administration for Children and
Families
Office of Grants Management
370 L'Enfant Promenade, S.W.
6th Floor
Washington, D.C. 20447

Re: Carryover Request for Grant Award Number 90CU0039/06

Dear Mr. Morgan and Ms. Blankenship:

Travis County Health and Human Services is requesting to carryover $125,747 in funds in order to complete substance abuse treatment and wraparound services for clients enrolled during year five of the grant. These funds will be used to complete activities which were approved but not completed by midnight on 9/29/12. This money will be used in the Contractual line item of the budget. Travis County has met the grant match with its recipient share of $172,338.53 for year five based on the amount of grant funds spent during the year.

Thank you.

_____
Samuel T. Biscoe
Travis County Judge

Date_____

Recipient Organization: Travis County Health and Human Services
Project: Parenting in Recovery
Grant Award#: 90CU0039/06

BUDGET NARRATIVE CORRESPONDING TO
Carryover Amount

Carry Over Request YR 5 of grant to YR 1 of extension grant: The project design of Parenting in Recovery is to (1) provide cross-training of key partners including child welfare and substance abuse counselors, **(2) expedite access to extended stays in residential substance abuse treatment,** (3) coordinate a collaborative team for developing treatment and discharge planning, **(4) provide residential substance abuse treatment for mothers and child(ren)**, (5) provide assistance in developing stable housing, (6) employment/educational training, (7) child care assistance, and **(8) develop wraparound supports and services to families upon discharge from treatment.** Outcomes of this project will be a parent's sustained recovery, allowing them to safely parent their child(ren) without the continued intervention of child welfare. Child(ren) will improve their safety, permanency, and well-being. The balance of Year Five funds will be utilized to facilitate the achievement of goals 2, 4 and 8. The project enrolled 28 women and their children in Year Five who were unable to complete their substance abuse treatment in Year Five due to their enrollment date. (The project enrolled these women and their children near the end of Year Five. These clients will complete their treatment during Year 6 / Yr 1 of the extension grant.)

Budget Categories	Estimated Balance	Carryover Request	Approved Unmet Objectives from Year Five of Grant
Personnel	$0.00	$0.00	
Fringe Benefits	$0.00	$0.00	
Travel	$0.00	$0.00	
Equipment	$0.00	$0.00	
Supplies	$0.00	$0.00	
Contractual	$125,747.00	$125,747.00	Expedite access to extended stays in residential substance abuse treatment and provide residential substance abuse treatment for mothers and child(ren); assist with wraparound supports; program evaluation and closeout.
Construction	$0.00	$0.00	
Other	$0.00	$0.00	
Total	**$125,747.00**	**$125,747.00**	

Substance Abuse Treatment; Recovery Supports; Evaluation and Closeout: Carry over dollars will be spent on the 28 participants enrolled in year five to facilitate the completion of their allocated substance abuse treatment and wraparound supports per the grant design. The total estimated amount of the extension request is $125,747. The extension funds will be spent on substance abuse treatment $33,827 ($32,136 Direct Services and $1,691 MSO Fee), recovery supports $91,920 ($87,324 Direct Services and $4,596 MSO Fee). The MSO Fee is an administrative fee that is set at 5% and calculated based on actual expended funds. The fee covers the management of the network providers utilized under the contract and the billing and payment process.

FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)	Page	of
US Department of Health and Human Services Administration for Children and Families	90CU0039	1	1 pages

3. Recipient Organization (Name and complete address including Zip code)				
Travis County, PO Box 1748, Austin TX 78767				
4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)	6. Report Type ☐ Quarterly ☐ Semi-Annual ☐ Annual ☒ Final	7. Basis of Accounting ☐ Cash ☒ Accrual
030908842	74-6000192			
8. Project/Grant Period From: (Month, Day, Year) 9/30/2011	To: (Month, Day, Year) 9/29/2012	9. Reporting Period End Date (Month, Day, Year) 12/28/2012		

10. Transactions	Cumulative
(Use lines a-c for single or multiple grant reporting)	
Federal Cash (To report multiple grants, also use FFR Attachment):	
a. Cash Receipts	
b. Cash Disbursements	$0.00
c. Cash on Hand (line a minus b)	$0.00
(Use lines d-o for single grant reporting)	$0.00
Federal Expenditures and Unobligated Balance:	
d. Total Federal funds authorized	$583,843.00
e. Federal share of expenditures	$458,095.70
f. Federal share of unliquidated obligations	$0.00
g. Total Federal share (sum of lines e and f)	$458,095.70
h. Unobligated balance of Federal funds (line d minus g)	$125,747.30
Recipient Share:	
i. Total recipient share required	$194,595.00
j. Recipient share of expenditures	$172,338.53
k. Remaining recipient share to be provided (line i minus j)	$22,256.47
Program Income:	
l. Total Federal program income earned	$0.00
m. Program income expended in accordance with the deduction alternative	
n. Program income expended in accordance with the addition alternative	
o. Unexpended program income (line l minus line m or line n)	

11. Indirect Expense	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
				g. Totals:			

12. *Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:*

13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

a. Typed or Printed Name and Title of Authorized Certifying Official	c. Telephone (Area code, number and extension)
Nicki Riley, County Auditor	512-854-9424
	d. Email address: nicki.riley@co.travis.tx.us
b. Signature of Authorized Certifying Official: Nicki Riley	e. Date Report Submitted (Month, Day, Year): 12/20/2012
	f. Agency use only:

Standard Form 425
OMB Approval Number: 0348-0061
Expiration Date: 10/31/2011

Paperwork Burden Statement
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0061), Washington, DC 20503.

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☐ New	E: Other (specify)
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☒ Revision	Carryover Request

* 3. Date Received:	4. Applicant Identifier:
Completed by Grants.gov upon submission.	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:
	90CU0039/06

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	Travis County
* b. Employer/Taxpayer Identification Number (EIN/TIN):	1-746000192A5
* c. Organizational DUNS:	0309088420000

d. Address:

* Street1:	100 N IH 35
Street2:	
* City:	Austin
County/Parish:	
* State:	TX: Texas
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	78701-4138

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Ms.	* First Name:	Laura
Middle Name:			
* Last Name:	Peveto		
Suffix:			

Title:	Prevention and Intervention Manager
Organizational Affiliation:	
* Telephone Number:	512-854-7874
Fax Number:	512-854-5879
* Email:	laura.peveto@co.travis.tx.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

Administration for Children and Families

11. Catalog of Federal Domestic Assistance Number:

93.087

CFDA Title:

Enhance the Safety of Children Affected by Parental Methamphetamine or Other Substance Abuse

*** 12. Funding Opportunity Number:**

HHS-2012-ACF-ACYF-CU-0550

*** Title:**

Two Year Extension -- Regional Partnership Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes for, Children Affected by Substance Abuse

13. Competition Identification Number:

HHS-2012-ACF-ACYF-CU-0550

Title:

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

PIRII Maps.jpg | Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Parenting in Recovery II (PIRII) advances the child/youth service delivery system to increase the well-being of children & youth involved in court and welfare systems due to parental substance abuse.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: TX-025 | b. Program/Project: TX-025

Attach an additional list of Program/Project Congressional Districts if needed.

TravisCongressionalDistricts.pdf | Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 09/30/2012 | * b. End Date: 09/29/2014

18. Estimated Funding ($):

* a. Federal	625,747.00
* b. Applicant	268,195.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	893,942.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Mr.
* First Name:	Samuel
Middle Name:	T.
* Last Name:	Biscoe
Suffix:	
* Title:	Travis County Judge
* Telephone Number:	512-854-9555
Fax Number:	512-854-9535
* Email:	sam.biscoe@co.travis.tx.us
* Signature of Authorized Representative:	Completed by Grants.gov upon submission.
* Date Signed:	Completed by Grants.gov upon submission.

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 06/30/2014

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Two Year Extension -- Regional Partnership Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes	93.087	$	$	$ 625,747.00	$ 268,195.00	$ 893,942.00
2.						
3.						
4.						
5. Totals		$	$	$ 625,747.00	$ 268,195.00	$ 893,942.00

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SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY (1)	(2)	(3)	(4)	Total (5)
	Two Year Extension -- Regional Partnership Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes				
a. Personnel	$ 56,747.00	$	$	$	$ 56,747.00
b. Fringe Benefits	18,459.00				18,459.00
c. Travel	11,200.00				11,200.00
d. Equipment					
e. Supplies	8,765.00				8,765.00
f. Contractual	518,838.00				518,838.00
g. Construction					
h. Other	11,738.00				11,738.00
i. Total Direct Charges (sum of 6a-6h)	625,747.00				$ 625,747.00
j. Indirect Charges					$
k. TOTALS (sum of 6i and 6j)	$ 625,747.00	$	$	$	$ 625,747.00
7. Program Income	$	$	$	$	$

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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	Two Year Extension -- Regional Partnership Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes	$ 268,195.00	$	$	$ 268,195.00
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)		$ 268,195.00	$	$	$ 268,195.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 625,747.00	$ 156,050.00	$ 114,650.00	$ 177,524.00	$ 177,523.00
14. Non-Federal	$ 268,195.00	67,049.00	67,049.00	67,049.00	67,048.00
15. TOTAL (sum of lines 13 and 14)	$ 893,942.00	$ 223,099.00	$ 181,699.00	$ 244,573.00	$ 244,571.00

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

(a) Grant Program		FUTURE FUNDING PERIODS (YEARS) (b)First	(c) Second	(d) Third	(e) Fourth
16.	Two Year Extension -- Regional Partnership Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes	$ 625,747.00	$ 500,000.00	$	$
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)		$ 625,747.00	$ 500,000.00	$	$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

TRAVIS COUNTY

FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: ☐	Permission to Continue: ☐
	Contract Approval: ☑	Status Report: ☐
Check One:	Original: ☐	Amendment: ☑
Check One:	New Grant: ☐	Continuation Grant: ☐
Department/Division:	Emergency Services/Emergency Management	
Contact Person/Title:	Pete Baldwin/Emergency Management Coordinator	
Phone Number:	974-0472	

Grant Title:	2010 UASI - Chemical Biological Radiological Nuclear Explosive (CBRNE) Strike Team Coordinator			
Grant Period:	From: August 1, 2010		To: December 31, 2012	
Fund Source:	Federal: ☑	State: ☐	Local: ☐	
Grantor:	Texas Department of Public Safety Division of Emergency Management			
Will County provide grant funds to a sub-recipient?	Yes: ☐	No: ☑		
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: ☑	No: ☐		
Originating Grantor:	U.S. Department of Homeland Security			

Budget Categories	Grant Funds	County Cost Share	***Budgeted County Contribution*** ***#595010*** ***(Cash Match)***	In-Kind	**TOTAL**
Personnel:	$ 200,000	$ 0	$ 0	$ 0	$ 200,000
Operating:	$ 50,000	$ 0	$ 0	$ 0	$ 50,000
Capital Equipment:	$ 0	$ 0	$ 0	$ 0	$ 0
Indirect Costs:	$ 0	$ 0	$ 0	$ 0	$ 0
Totals:	$ 250,000	$ 0	$ 0	$ 0	$ 250,000
FTEs:	1.00	0.00	0.00	0.00	1.00

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

Department	Review	Staff Initials	Comments
County Auditor	☐		
County Attorney	☐		

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ -	Applicable Departmental Measures				
1.	Assist Cities/Agencie	10	28		
2.	EM Training Provided	4	12		
3.	Drills/Activations	2	8		
+ -	Measures for the Grant				
1.	Hire Coordinator	1	1		
	Outcome Impact Description				
2.	Provide training and maintenance	1	1		
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

The proposed amendment is required to close out the grant, which ended December 31,2012. The action is required by the grantor, but has no fiscal impact to the County.

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 one?

The $350,000 grant was approved by the Commissioners Court on November 30, 2010. An extension on the grant period was approved on June, 28, 2011, which moved the end of the grant period to December 31, 2012. On November 22, 2011, the Commissioners Court approved a reduction in grant funds to $250,000 since all of the funds could not be expended in the remaining grant period. There were sufficient funds to cover the extended period. A Coordinator was hired and has been working with the Travis County HazMat Strike team on training issues and equipment maintenance. The grant period has ended and if approved the Grant Adjustment Notification that is being requested will officially close the grant.

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

The Coordinator has been funded through general funds for the remainder of FY13. A budget package will be submitted to continue the position through 2014.

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 was no match for the grant.

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

The grant did not have an indirect cost allocation.

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

The program has been funded with general revenue funds through FY13. A budget package will be submitted for FY14 to continue the program.

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

The grant funds were used for enhancements to an existing program.

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

The grant period has ended but during the grant, training and assistance to other agencies increased

Texas Department of Public Safety

2010 Grant Adjustment Notice
for
Travis County

Date of Award
February 11, 2013

1. Sub-Recipient Name and Address	2. Prepared by: Gabbart, Steven	3. SAA Award Number: 10-GA 48453-08
Judge Samuel T. Biscoe Travis County P. O. Box 1748 Austin, TX 78767	4. **Federal Grant Information**	
	Federal Grant Title:	**Urban Area Security Initiative (UASI)**
	Federal Grant Award Number:	2010-SS-T0-0008
	Date Federal Grant Awarded to TxDPS:	August 1, 2010
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

UASI Award Amount (Federal)

CFDA: 97.067

$248,459.21

Grant Period:	
From:	To:
Aug 1, 2010	Feb 7, 2013
(The SAA must receive all invoices by the end of grant period)	

6. Statutory Authority for Grant: This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0

9. Agency Approval

Approving TxDPS Official:	Signature of TxDPS Official:
Machelle Pharr Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :

13. DUE DATE: March 28, 2013

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

TRAVIS COUNTY

FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: ☐	Permission to Continue: ☐
	Contract Approval: ☑	Status Report: ☐
Check One:	Original: ☑	Amendment: ☐
Check One:	New Grant: ☑	Continuation Grant: ☐
Department/Division:	Criminal Justice Planning (Justice & Public Safety Division)	
Contact Person/Title:	Cathy McClaugherty, Senior Planner	
Phone Number:	854-4713	

Grant Title:	Justice Reinvestment Initiative			
Grant Period:	From:	Mar 1, 2013	To:	Feb 28, 2015
Fund Source:	Federal: ☐	State: ☐	Local: ☑	
Grantor:	The Laura and John Arnold Foundation			
Will County provide grant funds to a sub-recipient?	Yes: ☑	No: ☐		
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: ☐	No: ☑		
Originating Grantor:				

Budget Categories	Grant Funds	County Cost Share	***Budgeted County Contribution*** ***#595010*** ***(Cash Match)***	In-Kind	**TOTAL**
Personnel:	$ 0	$ 0	$ 0	$ 0	$ 0
Operating:	$ 69,012	$ 0	$ 0	$ 0	$ 69,012
Capital Equipment:	$ 0	$ 0	$ 0	$ 0	$ 0
Indirect Costs:	$ 0	$ 0	$ 0	$ 0	$ 0
Totals:	$ 69,012	$ 0	$ 0	$ 0	$ 69,012
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ -	Applicable Departmental Measures				
1.	See attached.				
2.	See attached.				
3.	See attached.				
+ -	Measures for the Grant				
1.	See attached.				
	Outcome Impact Description				
2.	See attached.				
	Outcome Impact Description				
3.	See attached.				
	Outcome Impact Description				

PBO Recommendation:

This is a grant contract for additional funds for permanent supportive housing for the Justice Reinvestment Initiative from the Arnold Foundation. This is to supplement the funding received from the Center for Effective Public Policy. That funding was approved by Commissioners Court February 19,2013. This grant has no match nor any continuing obligations for the County. 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 one?

This new program will provide permanent supportive housing (PSH) and support services (intensive case management and ancillary services) for twenty-two (22) chronically homeless, mentally ill men and women who are "frequent fliers" in our County Jail. Eligibility is determined by a Jail Impact Score, measured by frequency of bookings and number of jail bed days consumed in a two-year period. Travis County will contract with a local non-profit agency to provide the PSH and support services. Our target population is one that overlaps with current programs within CJP, including MHPDO, and fits with our mission to work with offenders and ex-offenders as they reenter the community from a period of incarceration.

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

There are no requirements or obligations beyond the two-year grant period (please refer to #5).

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

No County match required.

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

Yes.

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

Yes, but if the program proves to be successful (as measured internally and via an external evaluation to be conducted by the Urban Institute), CJP will seek additional funding to continue the program and has asked community JRI partners to do the same of their representative governing bodies (City and local nonprofits that also work with our target population).

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

The County has already committed to addressing homelessness/housing, recidivism, and the needs of ex-offenders, including those that are mentally ill. This program addresses all of these needs at once and, while a new initiative, it is one that tackles existing social issues the County is involved with.

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.

Criminal Justice Planning has several programs/budget items that work with similar populations: MHPDO, IOTC, Offender Workforce Development, CTC, and transitional housing. This program furthers our department's mission to work towards addressing offender and ex-offenders needs upon re-entry into our community.



February 14, 2013

Mr. Roger W. Jefferies
County Executive
Justice and Public Safety Division
Travis County
P.O. Box 1748
Austin, TX 78767

Dear Mr. Jefferies:

It is my pleasure to inform you that the Directors of the Laura and John Arnold Foundation (the "*Foundation*") have authorized a grant to the Justice and Public Safety Division of Travis County ("*Grantee*") in the amount of $69,012.00 (sixty-nine thousand twelve dollars) (the "*Grant*"), subject to Grantee's acceptance of, compliance with or the making of, as the case may be, the terms, conditions, agreements, warranties, representations, and other provisions set forth in this agreement (this "*Agreement*").

The Grant shall be used for the sole purpose of supplementing case management and supportive services for participants in Travis County's permanent supportive housing ("*PSH*") pilot project (the "*Purpose*"). The PSH pilot project provides housing, case management, and supportive services to individuals in Travis County who are the most frequent consumers of public resources, with the aim of breaking the costly cycle of incarceration, homelessness, and emergency service utilization. Financial commitments made by the Travis County Housing Authority and the Bureau of Justice Assistance will cover all other costs relating to the PSH pilot project.

Grantee and the Foundation acknowledge, agree, and consent to the following terms, conditions, agreements, warranties, representations and other provisions, which either relate to or are attached to the Grant:

1. ***Charitable Purpose.*** Grantee agrees that the Grant will only be used for charitable and educational purposes as such purposes are generally defined by those authorities interpreting the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended, including any corresponding provisions of predecessor or successor federal tax laws, "*Code*") and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives or violate any applicable local, state, federal or foreign law. Grantee agrees that the Grant (and all income or gains earned thereon) shall be used solely for the Purpose, unless approved otherwise by prior written consent of the Foundation.

2980 POST OAK BLVD., SUITE 555 • HOUSTON, TX 77056 • P. 713.554.1349 • F. 832.615.8669

2. ***Amount and Term.*** The term of this Agreement will commence on the date Grantee executes this Agreement as set forth on the signature page hereto (the "*Effective Date*") and will expire on December 31, 2015, unless terminated earlier as provided herein (the "*Term*").

3. ***Payment of Grant Funds.*** Unless this Agreement has been earlier terminated pursuant to Section 7 of this Agreement, and provided Grantee is in full compliance with the terms of this Agreement, the Foundation shall pay the Grantee the Grant in a single payment of $69,012.00 (sixty-nine thousand twelve dollars) within thirty (30) business days of the execution and delivery of a signed copy of this Agreement by Grantee. Payment pursuant to this Agreement will be contingent on Grantee's compliance with the budget and milestones set forth in Exhibits A and B attached hereto and incorporated herein (the "*Budget and Milestones*"), in a manner satisfactory to the Foundation. Grantee shall use its best efforts to achieve compliance with the Budget and Milestones.

4. ***Representations and Warranties.*** Grantee makes the following representations and warranties:

   a. Grantee Travis County is a governmental unit and political subdivision of the State of Texas.

   b. Grantee is currently, and at all times during the Term will be, a Qualifying Grantee. For purposes of this Agreement, a "*Qualifying Grantee*" is an organization which at all times meets the following criteria: (i) it is an organization described in Code Section 501(c)(3) or a governmental unit defined in Code Section 170(c)(1), (ii) it is not a "private foundation" within the meaning of Code Section 509(a), (iii) it is not a Type III Supporting Organization within the meaning of Code Section 509(a)(3), and (iv) it is an organization pursuant to which the acceptance of the provisions of this Agreement or of the Grant will not adversely affect Grantee's status as (1) an organization described in Code Sections 501(c)(3) or 170(c) or (2) an organization which is not a "private foundation" or a Type III Supporting Organization within the meaning of Code Section 509(a). Grantee is not aware of any threat or challenge to its status as a "Qualifying Grantee."

   c. The Purpose of the Grant is charitable and educational as such purposes are generally defined by those authorities interpreting the provisions of Code Section 501(c)(3), and the Grant will only be used for such charitable and educational purposes and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law.

d. All information relating to the Grant heretofore provided to the Foundation by Grantee or to be provided to the Foundation by Grantee during the Term has been, and for the duration of the Term (and for so long as any obligations pursuant to Sections 5 and 6 of this Agreement remain outstanding) will at all times continue to be true, accurate and complete in all material respects.

5. ***Records.*** Grantee will maintain accurate and complete records of receipts of and expenditures made from Grant funds and will keep these records during the period covered by Grantee's reporting obligations specified in Section 6 of this Agreement and for at least three (3) years thereafter. During the Term, and for three (3) years thereafter, upon the request of the Foundation, Grantee shall make such records available for inspection by the Foundation and its representatives during normal business hours, and Grantee shall cooperate and assist the Foundation with the Foundation's review of such records.

6. ***Reporting and Information.***

a. Grantee will immediately provide the Foundation with a copy of documentation from the Internal Revenue Service recognizing Grantee's status as a Qualifying Grantee.

b. Grantee will immediately furnish the Foundation with any information concerning a threatened, proposed, or actual change in Grantee's status as a Qualifying Grantee.

c. Upon the Foundation's request, Grantee will provide periodic updates to the Foundation detailing the project's status, activities, and preliminary results. These updates will be scheduled at least twice a year throughout the Term and will be conducted by telephone or in a format selected by the Foundation.

d. Grantee will promptly provide the Foundation with: (i) copies of Grantee's financial statements, with respect to Grantee's fiscal years ending on September 30, 2013, 2014, 2015, and 2016 as such documents become available; (ii) an interim report due March 31, 2014; and (iii) a final report to be submitted to the Foundation no later than March 31, 2015 (each a "*Report*" and collectively the "*Reports*"). Each Report will include a detailed account of expenditures of Grant funds and a narrative of what was accomplished by the use of such funds during the year (including a description of progress made in fulfilling the Purpose of the Grant and a confirmation of Grantee's compliance with the terms of this Agreement). If, during any applicable year/the Term, the Grant funds are not expended by Grantee, the Reports will also include a detailed description of (1) the income, distributions and assets of any endowment fund established with the Grant, (2) the progress with respect to any program, capital campaign or other purpose for which the Grant has been

made, and/or (3) any other information requested by the Foundation reasonably in advance of the due date of the relevant Report.

e. Grantee will promptly provide the Foundation with any reports, evaluations, and other records related to the project (collectively the "*Materials*") that the County develops and/or commissions.

f. Grantee acknowledges that the Foundation will have unlimited rights to use, reproduce, distribute, transmit, and store any project Materials without the need to receive prior written permission from Grantee or any other contributing sources. The Foundation's rights shall survive the expiration or termination of this Agreement.

g. Grantee will provide the Foundation prompt written notice (i) if any of the events in Section 7 of this Agreement occurs and (ii) of each and every event which, at the giving of notice or lapse of time, could reasonably be expected to constitute an event described in Section 7 of this Agreement.

7. ***Termination.*** This Agreement may be terminated by the Foundation if any of the following has occurred, it being understood and agreed that the determination of whether any such condition or event has occurred will be made by the Foundation in its sole discretion:

a. Any of the warranties or representations made by Grantee in this Agreement is or becomes untrue in any respect;

b. There is a material change in the purpose, character or method of operation of Grantee, or a material change in the leadership of Grantee;

c. Grantee uses any portion of the Grant for any purpose other than the Purpose without the prior written consent of the Foundation;

d. The Internal Revenue Service makes a determination, preliminary or otherwise, that the Grant does not constitute a qualifying distribution by the Foundation within the meaning of Code Section 4942(g)(1)(A) or (B);

e. Grantee has materially misrepresented to the Foundation its activities or financial condition;

f. Grantee fails to comply with any of the provisions of this Agreement (including Exhibits A and B); or

g. The Grant or its Purpose does not contribute to the accomplishment of the Grantee's charitable mission as originally anticipated.

The effective date of the Foundation's termination of this Agreement (the "*Termination Effective Date*") shall be the earlier of (a) the date notice is given by the Foundation to Grantee of the termination and (b) if so elected by the Foundation, the date on which the event triggering the right of termination occurred. The delay in or failure of the Foundation to exercise its right to terminate at any time shall not be a waiver of such right, either with respect to the cause giving rise thereto or any other cause for termination, and the payment by the Foundation of any portion of the Grant after notice of an event giving rise to a right to terminate shall not be a waiver of the right to terminate or any rights of the Foundation upon termination, and in no event will such delay, failure or payment give rise to any argument for novation, ratification, estoppel, laches or any other equitable or legal defense if the Foundation later elects to exercise its right of termination.

8. ***Payment Obligation; Return of Funds.*** In the event that the Foundation terminates this Agreement pursuant to the terms hereunder:

   a. any remaining payment obligation of the Foundation to Grantee, whether under this Grant or otherwise, shall be null and void as of the Termination Effective Date;

   b. if the Foundation terminates this Agreement pursuant to any provision hereunder other than Section 7(a) or 7(e) of this Agreement, Grantee shall promptly return to the Foundation any amounts of the Grant previously paid to Grantee which have not yet been expended as of the Termination Effective Date or which were not used for the Purpose; and

   c. if the Foundation terminates this Agreement pursuant to either Section 7(a) or 7(e) of this Agreement, Grantee shall promptly return to the Foundation an amount equal to the amount of the Grant previously paid to Grantee.

9. ***Indemnity Liability.*** Grantee shall indemnify, defend and hold harmless the Foundation, its officers, directors, founders, employees and agents and each of their affiliates (collectively the "*Foundation Parties*"), from and against, any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred or imposed upon the Foundation Parties in connection with any claims, suits, actions, demands or judgments, arising out of or related to (a) any act or omission of Grantee, its employees or agents in applying for or accepting the Grant, (b) the expending of Grant funds furnished pursuant to this Agreement, or (c) the carrying out of any programs or projects funded by the Grant. The Foundation shall not be liable for any losses, damages, claims or other liabilities arising out of Grantee's activities. It is expressly understood that the Foundation, by making the Grant and entering into this Agreement, has no obligation to provide other or additional support to Grantee.

10. ***Publicity.*** Grantee may release information regarding the Grant provided that at the time of such release Grantee is in compliance with the provisions of this Agreement and provided that Grantee has received ***prior*** **written approval** from either the Foundation's President or its Vice President of Criminal Justice. Grantee will furnish the Foundation with copies of any such news releases or other written materials releasing such information within a reasonable time after such release. Grantee will advise the Foundation immediately if there is any unauthorized release of information. Without further notice to or consent from the Grantee, the Foundation may include information about this Agreement and/or Grant, the amount and purpose of the Grant, and any photographs, reports, or other published or printed materials provided by Grantee to the Foundation in the Foundation's published reports, website, news releases, and other external communications related to the Foundation.

11. ***Gifts.*** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic and charitable purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any membership, commemorative items, recognition plaques or gratuities or benefits of any kind.

12. ***Governing Law and Venue.*** This Agreement shall be governed by the laws of the State of Texas, and shall be performable and enforceable in Harris County, Texas. The sole and exclusive jurisdiction for any dispute arising under or related to this Agreement shall be in the state district courts of Harris County, Texas, and Grantee irrevocably submits in advance to personal jurisdiction in the state district courts of Harris County, Texas.

13. ***Entire Agreement.*** This Agreement supersedes any prior oral or written understanding or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereto. This Agreement may not be amended or modified, nor any of its provisions waived, except in a written document signed by an authorized representative of the Grantee and the Foundation.

14. ***Waiver.*** Any waiver of any kind by either party of a breach of this Agreement shall not operate or be construed as a waiver of such breach or any subsequent breach. Either party's delay or omission in exercising any right, power, or remedy pursuant to a breach or default by the other party shall not impair any right, power, or remedy which that party may have. It is expressly understood and agreed that neither party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.

15. ***Severability.*** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision.

16. ***Assignment.*** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors, assigns, heirs and legatees; *provided, however,* Grantee cannot assign, or otherwise transfer, its rights or delegate any of its obligations, without the prior written consent of the Foundation, which consent the Foundation may withhold, condition or delay in its sole discretion.

17. ***No Third Party Rights.*** Except as set forth in Section 9 of this Agreement, it is the explicit intention of the parties that no person or entity other than the parties is or shall be entitled to bring any action to enforce any provision of this Agreement and that the covenants and agreements set forth herein shall be solely for the benefit of and enforceable only by the parties or their respective successor and assigns as permitted hereunder.

18. ***Remedies.*** The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law or equity.

19. ***Independent Parties.*** Nothing in this Agreement shall constitute the naming of Grantee as an agent or representative of the Foundation for any purpose. This Agreement shall not be deemed to create any relationship of agency, partnership or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.

20. ***Survival.*** The provisions of Sections 5, 6, 8 and 9 shall survive any expiration or termination of this Agreement, and each party shall remain obligated under any other provisions that expressly or by their nature survive any expiration or termination of this Agreement.

21. ***Multiple Counterparts.*** This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement.

22. ***Contact Information.*** For information regarding the Grant, please contact:

Laura and John Arnold Foundation
c/o Denis Calabrese, President
2800 Post Oak Blvd., Suite 225
Houston, TX 77056
Phone: 713.554.1907
E-mail: denis@arnoldfoundation.org

Acknowledgment of Grantee's agreement to the representations, warranties, terms and conditions set forth in this Agreement must be made by a duly authorized officer of Grantee who should execute a copy of this Agreement and return an executed copy to the Foundation within fifteen (15) business days from the date on the first page of this Agreement, and if a duly executed copy of this Agreement is not received by the Foundation within such fifteen (15) business days, this Agreement and the Grant are hereby revoked.

Please do not hesitate to contact me if you have any questions regarding this Agreement. We look forward to our Grant assisting your organization accomplish its mission and charitable goals.

Very truly yours,

Denis Calabrese
President

ACCEPTED AND AGREED:

TRAVIS COUNTY
Grantee

By: _____

Name: Samuel T. Biscoe

Title: Travis County Judge

Date: _____

EXHIBIT A
BUDGET

	Program Year 1	Program Year 2	Program Total	BJA Contribution	Arnold Foundation Contribution	HATC Contribution
A. PERSONNEL (2 FTE Case Managers)						
Salaries (2 FTEs @ $45,000 salary/year; 3% cost of living/merit increase in year 2)	$90,000	$92,700	$182,700	$113,688*	$69,012**	N/A
Benefits + Payroll Taxes (3% increase in year 2)	$19,526	$20,394	$39,920	$39,920	N/A	N/A
SUBTOTALS	$109,526	$113,094	$222,620	$153,608	$69,012	N/A
B. OPERATING EXPENSES						
Front Desk Staffing (17% of 24/7 Operations @ 2 properties)	$38,000	$38,000	$76,000	$76,000	N/A	N/A
Local Staff Travel ($45/month x 2 staff x 12 months)	$1,080	$1,080	$2,160	$2,160	N/A	N/A
Program Supplies (2 computers in year 1)	$6,420	$2,852	$9,272	$9,272	N/A	N/A
SUBTOTALS	$45,500	$41,932	$87,432	$87,432	N/A	N/A
C. CLIENT DIRECT ASSISTANCE						
PSH Vouchers (22 clients x 12 months)	$82,800	N/A	$82,800	N/A	N/A	$82,800
Transitional Housing Support ($150/week x 4 weeks x 22 clients)	$13,200	N/A	$13,200	$13,200	N/A	N/A
Household Set-up Items ($200 x 22 clients)	$4,400	N/A	$4,400	$4,400	N/A	N/A
Substance Abuse Treatment	$8,200	$25,800	$34,000	$34,000	N/A	N/A
Daily Living Expenses (Laundry, Clothes, Cleaning Supplies, Representative Payee Services, Transportation, On-Site Food Pantry Access)	$2,200	$2,200	$4,400	$4,400	N/A	N/A
Medication and Medical Co-Pays	$1,480	$1,480	$2,960	$2,960	N/A	N/A
SUBTOTALS	$112,280	$29,480	$141,760	$56,960	N/A	$82,800
GRAND TOTALS	$267,306	$184,506	$451,812	$300,000	$69,012	$82,800

* This amount funds .47 FTE in Year 1 and 2.0 FTE in Year 2.
** This amount funds 1.53 FTE in Year 1.

EXHIBIT B
MILESTONES

All Milestones will be completed by Grantee as soon as practicable, and in no event later than the following deadlines:

- 8 weeks from Effective Date: Select and contract with provider(s) responsible for providing housing, case management, and wraparound services to PSH program participants.

- 16 weeks from Effective Date: Create list of the most frequent users of the Travis County jail who are also chronically homeless and mentally ill from which random assignment of PSH project participants will be drawn.

- 36 weeks from Effective Date: Perform random selection of PSH project participants and provide housing vouchers to pilot population.

- 40 weeks from Effective Date: Commence provision of housing, case management, and wraparound services.

- 140 weeks from Effective Date: Complete PSH pilot project.

- Week 1 through 156 weeks from Effective Date: Provide all necessary data, information, and staff resources for the evaluation of the project to be undertaken by the Urban Institute over a period of three (3) years.

JUSTICE & PUBLIC SAFETY DIVISION

Roger W. Jefferies, County Executive
P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

Criminal Justice Planning
Roger W. Jefferies
(512) 854-4415

Counseling & Education Services
Caryl Colburn
(512) 854-9540

Juvenile Public Defender
Kameron D. Johnson
(512) 854-4128

December 14, 2012

Ms. Anne Milgram, J.D.
Vice President of Criminal Justice
Laura and John Arnold Foundation
P.O. Box 460809
Houston, Texas 77056-8809

Dear Ms. Milgram:

In an application submitted to the Bureau of Justice Assistance in mid-September 2012, Travis County Justice and Public Safety (Austin, Texas) requested $451,812 to fund a two-year-long permanent supportive housing and support services pilot program for twenty-three chronically homeless, mentally ill, frequent users of the Travis County Jail. This application was submitted as part of the Justice Reinvestment Initiative (JRI) to pay for intensive case management and support services for the frequent users in the pilot program, as well as to supplement their housing vouchers for the first year of the pilot.

The amount earmarked for case management and ancillary support services was $369,012, spread over the duration of the pilot. The amount set aside for the project-based housing vouchers was $82,800 ($300/month for twenty-three vouchers during the first twelve months of the program). Each housing voucher is worth up to the market rate for rent in our community (currently valued at $700/month), with the remaining balance of the housing vouchers provided by our community partner, the Housing Authority of Travis County, HATC.

In a letter dated October 24, 2012, Travis County was notified that our request to the Bureau of Justice Assistance for JRI Phase II implementation funding had been approved in the amount of $300,000. This funding will pass through our technical assistance provider, the Center for Effective Public Policy, to "support...efforts to effectuate successful reentry for the target population of repeat admissions to the Travis County Jail". This amount falls short of our target and is due to limited funding, competing requests, and the uncertainty of future funding availability.

In order to supplement our budget and bring this valuable initiative to fruition, Travis County is exploring other approaches to paying for our support services and housing pilot program. The first step towards realizing our goal was a very generous offer from the HATC to

fully fund the twenty-three vouchers for the first year of the program, thereby eliminating an $82,800 item in our budget. It should be noted that HATC is assuming full responsibility for paying for these vouchers, which means less money in their organization is available for housing vouchers for other individuals and programs. This move demonstrates faith in and commitment to the JRI pilot program, as well as a willingness to collaborate with partners at both the nonprofit and governmental level that exceeds normal expectations.

Including the offer from HATC, Travis County is left with a budget shortfall of $69,012, based on the amount originally requested to fund our pilot program. It is with this need in mind that we respectfully request supplemental funding from the philanthropic community and are reaching out to the Laura and John Arnold Foundation for assistance. It has been brought to our attention that the Arnold Foundation will take our request for supplemental funding under consideration if we agree to add an external evaluation to our initiative. We find the idea of an external evaluation an exciting one! An external evaluation of our pilot program will hopefully demonstrate success at the local, state and national level, paving the way for continued (and, possibly, increased) program funding, as well as replication of an efficacious initiative. Travis County has reached out to the professionals at the Urban Institute in Washington, D.C., as our evaluator of choice, based on our extensive work history with them and their stellar reputation as evaluators, specifically in the area of permanent supportive housing.

A budget request summary, outlining how Travis County would utilize this amount within the pilot program, accompanies this cover letter. The Urban Institute will forward a separate budget, specific to the external evaluation, to the Arnold Foundation, as well. We extend our sincere thanks to the Arnold Foundation for taking our request under consideration and are hopeful we will have an opportunity to collaborate with them on this JRI pilot program.

Sincerely,

Roger Jefferies
County Executive
Travis County Justice & Public Safety

Enclosure

C: Craig Alter, Executive Director, Housing Authority of Travis County
Peggy Burke, Principal, The Center for Effective Public Policy
Becki Ney, Principal, The Center for Effective Public Policy

Budget Request Summary

Travis County Justice and Public Safety (Austin, Texas) respectfully requests $69,012 in supplemental funding from the Laura and John Arnold Foundation for our Justice Reinvestment Initiative (JRI) Phase II proposal. This amount will supplement $300,000 in pass-through funding to be awarded by the Bureau of Justice Assistance (BJA) to pay for a two-year-long permanent supportive housing and support services pilot program for twenty-three chronically homeless, mentally ill, frequent users of the Travis County Jail.

The amount promised by the federal government was less than our original request of $451, 812. The request for additional funding from the Arnold Foundation, in tandem with the Housing Authority of Travis County's waiver for housing vouchers, will be used to make our request whole. Implementing our pilot program as originally intended and avoiding cuts in the number of participants served, duration of the pilot, and/or level of case management and services offered will maintain the intensity and focus we feel is necessary to demonstrate success.

The amount requested from the Arnold Foundation ($69,012) would be used towards case management and support services for pilot program participants. We have estimated that the weighted annual cost for support services for each participant is $8,022. Funding from the Arnold Foundation would essentially pay for the case management and support services "package" for approximately nine (8.6) participants for one year.

Please note that Travis County borrowed from current efforts in the community to house and provide services for chronically homeless individuals to estimate service costs for our target population. This case management model also estimates what percentage of our target population will require particular services. The most vital support service offered will be intensive case management. Ancillary support services include providing psychotropic medication (as needed); substance abuse treatment (as needed); counseling (as needed); primary medical health care; food; transportation; and employment/financial stability training (as needed). We have begun contract negotiations with a highly respected and experienced

local housing and service provider, Foundation Communities (www.foundcom.org), and hope to forge a strong collaboration with them around this pilot program. The following chart provides an overview of the annual service costs per client for this pilot program.

Annual Client Service Costs				
	Monthly Cost	**Percent of Clients Needing Service**	**Annual Cost**	**Weighted Annual Cost**
Case Management	$320	100%	$3,840	$3,840
Mental Health Medication	$80	75%	$960	$720
Substance Abuse Treatment	$135	65%	$1,620	$1,053
Counseling	$160	20%	$1,920	$384
Primary Care	$25	100%	$300	$300
Food	$75	100%	$900	$900
Transportation	$25	100%	$300	$300
Employment/Financial Stability	$125	35%	$1,500	$525
Total				$8,022

The goals and objectives that follow are indicators by which the Travis County Justice Reinvestment Initiative will be measured. The primary objective of this initiative is to study the impact permanent supportive housing and wrap around services, including intensive case management, will have on the jail resources currently expended on the target population. For this initiative, the target population is a specific portion of the mentally ill population that is both, chronically criminally involved and chronically homeless.

The target population was identified through an analysis of county jail data. All people booked two or more times during a three year period (ending 12-31-2011) that were identified as both mentally ill and reporting chronic homelessness were identified. A list of 107 of the individuals with the highest jail bed day consumption was compiled. Individuals on the Target Population List were then ranked by a jail impact score, weighting frequency of arrest and jail bed days consumed.

Case managers and housing providers will identify, assess and make program placements for individuals based on their rank on the list. Once placed in housing the client will be removed from the list. The list will be updated annually and provided to consortium members.

Goal A: Reduce the use of *jail resources* for the mentally ill and chronically homeless population

➔ Objective 1a (At Program Start-Up)

Within **three months** of program implementation, **100%** of eligible program participants identified from the Target Population List will be assessed by the program case managers. Those identified as eligible for permanent supportive housing will continue to receive case management and wrap around services while waiting for available housing to ensure the client has the support necessary to remain stable and secure while awaiting housing.

➔ Objective 1b (Ongoing)

As housing slots become available, program case managers will fill the available slots with the next highest priority client from the Target Population List. Within **one month** of housing/program availability, the next eligible client will be assessed for program participation and the housing eligibility process started.

➔ Objective 2

Within one year of program implementation, 60% of program participants will have a meaningful reduction in both frequency of arrest and jail bed day consumption. In the second year of implementation, 90% of program participants will have a meaningful reduction in frequency of arrest and jail bed days consumed.

➔ Objective 3

To ensure continuous service and low vacancy rate within available housing units, program case managers will actively manage the Target Population List. Individuals higher on the list choosing not to participate at this time will be maintained on the list and provided an opportunity to participate at each available point based on individual ranking. Program Case Managers will contact the Justice and Public Safety program liaison when there are only 15 individuals remaining in the top 50 so that an updated list can be provided. Otherwise, an updated list will be generated annually by way of Travis County Jail data, ranked and provided to Consortium members.

➔ Objective 4

Within one year of program implementation, the number of jail admissions for program participants demonstrating poor functioning and/or psychiatric crisis will be reduced by 40%. In year two the percentage of program participants entering the jail with poor functioning or psychiatric crisis will be reduced by 80% from the baseline.

Goal B: Reduce the use of emergency medical resources for the mentally ill and chronically homeless population

➔ Objective 5

Within one year of program implementation, the number of emergency room (ER) visits and ambulance transports will be reduced by 30% for the program participants. In the second year of program implementation a 60% reduction will be achieved. This objective will be measured by establishing a baseline of participant usage in the 365 and 720 days prior to program participation.

➔ Objective 6

Within one year of program implementation, medical hospitalization costs will be reduced for program participants by 20%. Within the second year of program implementation a 40% reduction will be achieved. Because this target population tends to be less healthy and may have long-term medical issues, a lower target is set. Program administrators will evaluate successes at year one and may establish a higher target for year two.

Goal C. Improve housing stability among the criminally-involved, mentally ill and chronically homeless target population

➔ Objective 7a (At Program Start-Up)

Within six months, 100% of available housing units will be filled with the clients identified in Objective 1a.

➔ Objective 7b (Ongoing)

As new housing units become available, program participants identified in Objective 1b will have completed the eligibility process and be placed in housing within 30 days.

➔ Objective 8

The program case managers will track the number and duration of housing placements. All participants in housing for at least 30 days will demonstrate a 50% reduction in annual homeless days within the first year.

Goal C. Improve medical and social stability among the mentally ill and chronically homeless population

➔ Objective 9

Within one year of program implementation, 100% of program participants will participate in at least one medical, social, family, educational or therapeutic service.

➔ Objective 10

Case managers will report improved social and psychiatric functioning among 80% of the clients served between the beginning and the end of their program participation.

Objective 11

80 % of the Program participants will report improved social and psychiatric functioning between the beginning and the end of their program participation.

PLAN TO ACHIEVE PROGRAM GOALS AND OBJECTIVES

The following outlines a plan, including data sources, how each objective will be measured, person(s) responsible and the frequency in which outcomes will be reported.

Objective	How it will be measured	Frequency of Reporting	Responsible
Objective 1a	Time between program initiation and client acceptance.	Program additions and drops will be reported monthly.	Program Case Managers
Objective 1b	Time between availability and filling of the slot.	Days available housing is vacant and/or filled should be reported with 1a/	Program Case Managers
Objective 2	Baseline and ongoing frequency of arrest and jail bed day consumption.	Annually	Program Case Managers are responsible for reporting participants regularly. Travis County Justice and Public Safety will measure baseline and post program participation.
Objective 3	Master Target Population List with participating clients	Monthly	Program Case Managers and Justice & Public Safety
Objective 4	Collected with Objective 2, via TRAG scores as assessed by jail psychiatric staff	Annually	Justice and Public Safety

Objective 5	Participant lists and Indigent Community Care Data. (Releases may need to be obtained by program participants).	Annually	Justice and Public Safety, Program Case Managers, ICC and TCSO psychiatric staff.
Objective 6	Same as Objective 5.		
Objective 7a	Measured from Objective 1a	Monthly	Program Case Managers
Objective 7b	Measured from Objective 1b	Monthly	Program Case Managers
Objective 8	Master list	Annually	Program Case Managers
Objective 9	Master list	Annually	Program Case Managers
Objective 10	Survey of each participant	Annually or upon discharge	Program Case Managers
Objective 11	Participant Survey	Annually or upon discharge	Program Case Managers

TRAVIS COUNTY

FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: ☐	Permission to Continue: ☐
	Contract Approval: ☑	Status Report: ☐
Check One:	Original: ☐	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☑
Department/Division:	Emergency Medical Services/STAR Flight (159)	
Contact Person/Title:	Casey Ping, Program Director	
Phone Number:	(512) 854-6460	

Grant Title:	Capital Area Trauma Regional Advisory Council			
Grant Period:	From: May 1, 2012		To: Aug 31, 2013	
Fund Source:	Federal: ☐	State: ☑	Local: ☐	
Grantor:	CATRAC			
Will County provide grant funds to a sub-recipient?	Yes: ☐	No: ☑		
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: ☑	No: ☐		
Originating Grantor:	Department of State Health Services			

Budget Categories	Grant Funds	County Cost Share	***Budgeted County Contribution*** ***#595010*** ***(Cash Match)***	In-Kind	**TOTAL**
Personnel:	$ 0	$ 0	$ 0	$ 0	$ 0
Operating:	$ 10,101	$ 0	$ 0	$ 0	$ 10,101
Capital Equipment:	$ 0	$ 0	$ 0	$ 0	$ 0
Indirect Costs:	$ 0	$ 0	$ 0	$ 0	$ 0
Totals:	$ 10,101	$ 0	$ 0	$ 0	$ 10,101
FTEs:	0.00	0.00	0.00	0.00	0.00

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

Department	Review	Staff Initials	Comments
County Auditor	☐		
County Attorney	☐		

Performance Measures						
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	
+ -	Applicable Departmental Measures					
1.	N/A					
2.						
3.						
+ -	Measures for the Grant					
1.						
	Outcome Impact Description					
2.	N/A					
	Outcome Impact Description					
3.						
	Outcome Impact Description					

PBO Recommendation:

This is an annual receipt of funding for StarFlight from the State of Texas, Department of State Health Services through the Capital Area Trauma RAC. (CATRAC) These funds are intended to enhance the existing services. This grant is unusual in that Travis County does not have to apply for the funding and we are merely issued a check from CATRAC.

PBO notes that this funding has no match requirements or commitment to continue a particular level of funding. PBO recommends approval of this agreement.

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 one?

The requested funding was received by STAR Flight as a pass-through funding from the State of Texas. The 1311/911/3588 funds are collected by the state, then redistributed to the EMS agencies through the Regional Advisory Councils. The redistribution of the funds are in order for the agencies to enhance their existing emergency service programs. With the acceptance of this funding, STAR Flight will not be creating any new programs, but would like to purchase additional safety equipment.

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

With the acceptance of this funding, STAR Flight would request the purchase of additional personnel safety equipment.

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2012-040926 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and CAPITAL AREA TRAUMA RAC (Contractor), a Non Profit Entity, (collectively, the Parties).

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

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $137,087.00, and the payment method(s) shall be as specified in the Program Attachments.

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

4. **Term of the Contract.** This Contract begins on 05/01/2012 and ends on 08/31/2013. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

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

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

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

      2012-040926-001 EMS - COUNTY ASSISTANCE

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

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

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

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

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

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

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

DEPARTMENT OF STATE HEALTH SERVICES	CAPITAL AREA TRAUMA RAC
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

CONTRACT NO. 2012-040926
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000383628

CONTRACTOR: CAPITAL AREA TRAUMA RAC

DSHS PROGRAM: EMS - COUNTY ASSISTANCE

TERM: 05/01/2012 THRU: 08/31/2013

SECTION I. STATEMENT OF WORK:

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

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

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

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

Expenses associated with membership in business, technical, and professional organizations involved in lobbying are not allowable expenses under this program attachment; however, if an organization is not involved in lobbying and the contractor can demonstrate how membership in a professional/technical organization benefits the DSHS program(s), costs of membership may be allowed with prior approval from DSHS.

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

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

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

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

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

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

SECTION II. PERFORMANCE MEASURES:

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

Contractor shall:

- Comply with all applicable laws and regulations established at federal and state levels as these regulations now appear or may be amended during the period of this Program Attachment. Standards and guidelines referenced are those in effect on the beginning date of this Program Attachment and include:

    - Health and Safety Code, §780.003-§780.006;
    - Chapter 773 of the Health and Safety Code; and,
    - Title 25 Texas Administrative Code, Chapter 157.123, 157.130 and 157.131

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

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Lump Sum Payment

SECTION VI. BILLING INSTRUCTIONS: N/A

SECTION VII. BUDGET:

SOURCE OF FUNDS: State

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

Total payments will not exceed $137,087.00.

SECTION VIII. SPECIAL PROVISIONS:

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

Contractor shall submit a report to DSHS Program, no later than **September 17, 2012**, that contains the following:

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

Contractor shall submit reports to DSHS, no later than **September 16, 2013**, that contains the following:

- Name of each EMS provider who received funding; and
- An itemized list of expenditures for each provider with proof of payment for **May 1, 2012** through **August 31, 2013** (examples of proof of payment include copies of receipts showing paid in full, cancelled checks, invoices with $0 balance, or handwritten receipt must be noted as to how it was paid).

Reports shall be submitted to the following address:

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

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

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

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

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

General Provisions, **Confidentiality** Article, **Exchange of Client-Identifying Information, Security of Patient or Client Records**, and **HIV/AIDS Model Workplace Guidelines** Sections are not applicable to this Program Attachment.

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

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

Exhibit A
EMS Trauma Care System Account
FY 2012 Eligible EMS Providers
Capital Area Trauma RAC

Bastrop		**$8,727**	
	Petroleum Helicopter Inc dba STAT Air dba Sky Med	15441 Knoll Trail Suite 180	Dallas
Blanco		**$6,401**	
	Blanco Volunteer Ambulance Corps	PO Box 632	Blanco
	North Blanco County EMS	PO Box 557	Johnson City
Burnet		**$9,934**	
	Marble Falls Area EMS, Inc.	PO Box 296	Marble Falls
	Spicewood VFD EMS	PO Box 2	Spicewood
Caldwell		**$5,454**	
	Luling Emergency Medical Services	130 Hays St	Luling
	San Marcos-Hays County EMS, Inc.	PO Box 641	San Marcos
Fayette		**$8,957**	
	Fayette County EMS	750 E Camp St	La Grange
Hays		**$9,245**	
	Hays County ESD #8 dba Buda Fire Dept	PO Box 1159	Buda
	San Marcos-Hays County EMS, Inc.	PO Box 641	San Marcos
	Wimberley EMS	PO Box 33	Wimberley
Lee		**$5,622**	
	B&M Ambulance Service, Inc.	PO Box 158	Giddings
	Lexington Volunteer EMS	PO Box 56	Lexington
Llano		**$8,528**	
	Llano County EMS	200 W Ollie	Llano

San Saba	**$9,796**	
San Saba County EMS	607 E Commerce St	San Saba
Travis	**$43,165**	
American Medical Response of Texas, Inc.	3601 Bluestein Dr	Austin
Austin/Travis County EMS	PO Box 1088	Austin
Travis County Starflight	7800 Old Manor Rd	Austin
Williamson	**$21,258**	
Austin/Travis County EMS	PO Box 1088	Austin
Thorndale Volunteer EMS	PO Box 308	Thorndale
Travis County Starflight	7800 Old Manor Rd	Austin
Williamson County EMS	PO Box 873	Georgetown

Total Dollar Amount: $137,087

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature _____ Date _____

Print Name of Authorized Individual

2012-040926
Application or Contract Number

CAPITAL AREA TRAUMA RAC
Organization Name

Fiscal Year 2012 Department of State Health Services Contract
General Provisions
(Core/Subrecipient)

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Fiscal Year 2012 Department of State Health Services Contract
General Provisions
(Core/Subrecipient)

ARTICLE I COMPLIANCE AND REPORTING

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

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

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

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

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

Section 1.06 **Applicable Laws and Regulations Regarding Funding Sources.** Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars, the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Governor's Budget, Planning and Policy Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be

located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

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

a) the following statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination, exclusion from or limitation of participation in programs, benefits or activities or denial of any aid, care, service or other benefit on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion: 1) Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a); 4) the Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 USC §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91; 8) U.S. Department of Labor, Equal Employment Opportunity E.O. 11246; 9) Tex. Lab. Code Chapter 21; 10) Food Stamp Act of 1977 (7 USC § 200 et seq.; 11) Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations; 12) Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse; 13) Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR Part 2, relating to confidentiality of alcohol and drug abuse patient records; 14) Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing; and 15) DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;
b) Immigration Reform and Control Act of 1986, 8 USC § 1324a, regarding employment verification;
c) Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;
d) National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (PL 93-348 and PL 103-43), regarding human subjects involved in research;
e) Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7324-28, which limits the political activity of employees whose employment is funded with federal funds;
f) Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
g) Tex. Gov. Code Chapter 469, pertaining to eliminating architectural barriers for persons with disabilities;
h) Texas Workers' Compensation Act, Tex. Lab. Code Chapters 401-406 and 28 Tex. Admin. Code Part 2, regarding compensation for employees' injuries;
i) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
j) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin. Code Chapter 96 regarding safety standards for handling blood borne pathogens;
k) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
l) environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for

Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.; 6) Federal Water Pollution Control Act, 33 USC §1251 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§7401 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 USC §§ 1271 et seq.) related to protecting certain rivers system; and 11) Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;

m) Intergovernmental Personnel Act of 1970 (42 USC §§4278-4763) regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 CFR Part 900, Subpart F);
n) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
o) Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327-333), regarding labor standards for federally-assisted construction subagreements;
p) National Historic Preservation Act of 1966, §106 (16 USC § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
q) financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations;"
r) Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104);
s) Executive Order, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, if required by a federal funding source of the Contract; and
t) requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

If this Contract is funded by a federal grant or cooperative agreement, additional state or federal requirements found in the Notice of Grant Award are imposed on Contractor and incorporated herein by reference. Contractor may obtain a copy of any applicable Notice of Grant Award from the contract manager assigned to the Program Attachment.

Section 1.08 **Applicability of General Provisions to Interagency and Interlocal Contracts.** Certain sections or portions of sections of these General Provisions will not apply to Contractors that are State agencies or units of local government; and certain additional provisions will apply to such Contractors.

a) The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:
   1) Hold Harmless and Indemnification, Section 13.19;
   2) Independent Contractor, Section 12.15 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
   3) Insurance, Section 12.03;
   4) Liability Coverage, Section 12.05;

5) Fidelity Bond, Section 12.04;
6) Historically Underutilized Businesses, Section 12.10 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity);
7) Debt to State and Corporate Status, Section 3.01;
8) Application of Payment Due, Section 3.02; and
9) Article XV Claims against the Department (This Article is inapplicable to interagency contracts only).

b) The following additional provisions will apply to interagency contracts:
1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Tex. Gov. Code Chapter 771;
2) The Parties hereby certify that (1) the services specified are necessary and essential for the activities that are properly within the statutory functions and programs of the affected agencies of State government; (2) the proposed arrangements serve the interest of efficient and economical administration of the State government; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder; and
3) DSHS certifies that it has the authority to enter into this Contract granted in Tex. Health & Safety Code Chapter 1001, and Contractor certifies that it has specific statutory authority to enter into and perform this Contract.

c) The following additional provisions will apply to interlocal contracts:
1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Tex. Gov. Code Chapter 791;
2) Payments made by DSHS to Contractor will be from current revenues available to DSHS; and
3) Each Party represents that it has been authorized to enter into this Contract.

d) Contractor agrees that Contract Revision Requests (pursuant to the Contractor's Request for Revision to Certain Contract Provisions section), when signed by a duly authorized representative of Contractor, will be effective as of the effective date specified by the Department, whether that date is prior to or after the date of any ratification by Contractor's governing body.

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

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

Section 1.10 **Licenses, Certifications, Permits, Registrations and Approvals.** Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers obtain and maintain in active status all

licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.

ARTICLE II SERVICES

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

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

Section 2.03 **Consent to Medical Care of a Minor.** If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts with subcontractors, Contractor shall not provide treatment of a minor unless informed consent to treatment is obtained pursuant to Tex. Fam. Code Chapter 32, relating to consent to treatment of a child by a non-parent or child or pursuant to other state law. If requirements of federal law relating to consent directly conflict with Tex. Fam. Code Chapter 32, federal law supersedes state law.

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

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

accurate information between the two sites.
Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under Rule § 448.911.

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

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

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

ARTICLE III FUNDING

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

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

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

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

Section 3.05 **Program Income.** Gross income directly generated from Department funds through a project

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

Section 3.06 **Nonsupplanting.** Contractor shall not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity. Contractor shall make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE IV PAYMENT METHODS AND RESTRICTIONS

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

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

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

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

must be submitted for review and approval to the DSHS Accounting Section.

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

Section 4.05 **Financial Status Reports (FSRs).** Except as otherwise provided in these General Provisions or in the terms of the Program Attachment(s), for contracts with categorical budgets, Contractor shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for Department review and financial assessment. Contractor shall submit the final FSR no later than sixty (60) calendar days following the end of the applicable term.

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

ARTICLE V TERMS AND CONDITIONS OF PAYMENT

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

Section 5.02 **Withholding Payments.** Department may withhold all or part of any payments to Contractor to offset reimbursement for any ineligible expenditures, disallowed costs, or overpayments that Contractor has not refunded to Department, or if financial status report(s) required by the Department are not submitted by the

date(s) due. Department may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations.

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

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

ARTICLE VI ALLOWABLE COSTS AND AUDIT REQUIREMENTS

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

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

other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	133 and UGMS	Federal awarding agency common rule

A chart of applicable Federal awarding agency common rules is located through a weblink on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Section 6.02 **Independent Single or Program-Specific Audit.** If Contractor within Contractor's fiscal year expends a total amount of at least $500,000 in federal funds awarded, Contractor shall have a single audit or program-specific audit in accordance with the Office of Management and Budget (OMB) Circ. No. A-133, the Single Audit Act of 1984, P L 98-502, 98 Stat. 2327, and the Single Audit Act Amendments of 1996, P L 104-156, 110 Stat. 1396. The $500,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Contractor within Contractor's fiscal year expends a total amount of at least $500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Contractors whose expenditures meet or exceed the federal and/or state expenditure thresholds stated above shall follow the guidelines in OMB Circular A-133 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Contractor to complete the Single Audit Determination Registration Form. If Contractor fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a state governmental entity, shall competitively re-procure independent single audit services at least every five (5) years and shall not use the same lead auditor or coordinating audit partner (having primary responsibility for the audit) to conduct the independent audit for more than five (5) consecutive years.

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

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

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

If Contractor fails to submit the audit report as required by the Independent Single or Program-Specific Audit

section within thirty (30) calendar days of receipt by Contractor of an audit report, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

ARTICLE VII CONFIDENTIALITY

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

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

Section 7.03 **Exchange of Client-Identifying Information.** Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Tex. Health & Safety Code § 533.009 and Rule Chapter 414, Subchapter A or other applicable laws or rules. Contractor shall disclose information described in Tex. Health & Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Tex. Health & Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

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

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

ARTICLE VIII RECORDS RETENTION

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

ARTICLE IX ACCESS AND INSPECTION

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

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

Section 9.03 **Responding to Deficiencies.** Any deficiencies identified by DSHS or HHSC upon

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

ARTICLE X NOTICE REQUIREMENTS

Section 10.01 **Child Abuse Reporting Requirement.** This section applies to mental health and substance abuse contractors and contractors for the following public health programs: Human Immunodeficiency Virus/Sexually Transmitted Diseases (HIV/STD); Family Planning (Titles V, X and XX); Primary Health Care; Maternal and Child Health; and Women, Infants and Children (WIC) Nutrition Services. Contractor shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Tex. Fam. Code Chapter 261 relating to investigations of reports of child abuse and neglect. Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. Contractor shall use the DSHS Child Abuse Reporting Form as required by the Department located at www.dshs.state.tx.us/childabusereporting. Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

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

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

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

Section 10.05 **Insolvency.** Contractor shall notify in writing the contract manager assigned to the Program Attachment of Contractor's insolvency, incapacity, or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three (3) working days of the date of

determination that Contractor is insolvent or incapacitated, or the date Contractor discovered an unpaid obligation to the IRS or TWC. Contractor shall notify in writing the contract manager assigned to the Program Attachment of its plan to seek bankruptcy protection within three (3) working days of such action by Contractor's governing body.

Section 10.06 **Misuse of Funds and Performance Malfeasance.** Contractor shall report to the contract manager assigned to the Program Attachment, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules, policies, and procedures related to performance under this Contract. Contractor shall make such report no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Additionally, if this Contract is federally funded by the Department of Health and Human Services (HHS), Contractor shall report any credible evidence that a principal, employee, subcontractor or agent of Contractor, or any other person, has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Contractor shall make this report to the HHS Office of Inspector General at http://www.oig.hhs.gov/fraud/hotline/ no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place.

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

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

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

ARTICLE XI ASSURANCES AND CERTIFICATIONS

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

a) it is not disqualified under 2 CFR §376.935 or ineligible for participation in federal or state assistance programs;
b) neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency in accordance with 2 CFR Parts 376 and 180 (parts A-I), 45 CFR Part 76 (or comparable federal regulations);

c) it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;

d) it is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;

e) it is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;

f) that no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;

g) neither it, nor its principals have within the three(3)-year period preceding this Contract, has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contactor or its principals;

h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and

i) neither it, nor its principals within a three(3)-year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

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

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

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

to provide such additional information as may be required.

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

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

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

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

ARTICLE XII GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 12.01 **Responsibilities and Restrictions Concerning Governing Body, Officers and Employees.** Contractor and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. This provision applies to all organizations, including Section 501(c)(3) organizations as defined in the Internal Revenue Service Code as not-for-profit organizations. Each member of Contractor's governing body shall be accountable for all funds and materials received from Department. The responsibility of Contractor's governing body shall also include accountability for compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and Department's monitoring processes. Further, Contractor's governing body shall ensure separation of powers, duties, and functions of governing body members and staff. Staff members, including the executive director, shall not serve as voting members of Contractor's governing body. No member of Contractor's governing body, or officer or employee of Contractor shall vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Tex. Gov. Code Chapter 573) to the member of the governing body or the officer or any employee authorized to

employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two (2) years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers and employees of Contractor's subcontractors. Ignorance of any Contract provisions or other requirements contained or referred to in this Contract will not constitute a defense or basis for waiving or appealing such provisions or requirements.

Section 12.02 **Management and Control Systems.** Contractor shall comply with all the requirements of the Department's Contractor's Financial Procedures Manual, and any of its subsequent amendments, which is available at the Department's web site: http://www.dshs.state.tx.us/contracts/cfpm.shtm. Contractor shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. Contractor shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and adhere to procedures detailed in Department's Contractor's Financial Procedures Manual. Those requirements and procedures include, at a minimum, the following:

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

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

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

Section 12.05 **Liability Coverage.** For the benefit of DSHS, Contractor shall at all times maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Contractor's organization or with management or governing authority over Contractor's organization (collectively "responsible persons"). Contractor shall maintain copies of liability policies on site for inspection by DSHS and shall submit copies of

policies to DSHS upon request. This section applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a responsible person damages Department's interests. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the insurance.

Section 12.06 **Overtime Compensation.** Except as provided in this section, Contractor shall not use any of the funds provided by this Contract to pay the premium portion of overtime. Contractor shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any

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

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

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

Section 12.09 **No Endorsement.** Other than stating the fact that Contractor has a contract with DSHS, Contractor and its subcontractors are prohibited from publicizing the contractual relationship between Contractor and DSHS, and from using the Department's name, logo or website link in any manner that is intended, or that could be perceived, as an endorsement or sponsorship by DSHS or the State of Texas of Contractor's organization, program, services or product, without the express written consent of DSHS.

Section 12.10 **Historically Underutilized Businesses (HUBs).** If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Program Attachment, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs in accordance with Tex. Gov. Code Chapter 2161 and 34 Tex. Admin. Code § 20.14 et seq. Contractors may obtain a list of HUBs at http://www.window.state.tx.us/procurement/prog/hub. If Contractor has filed a HUB subcontracting plan, the

plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval from the Department's HUB Coordinator of the revised plan before proposed changes will be effective under this Contract. Contractor shall make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15th day of each month for the prior month's activity, if there was any such activity, in accordance with 34 Tex. Admin. Code § 20.16(c).

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

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

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

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

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

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

Section 12.14 **Incorporation of Terms in Subrecipient Subcontracts.** Contractor shall include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontractor), (1) the certifications stated in the Assurances and Certifications Article; (2) the requirements in the Conflicts of Interest section and the Transaction Between Related Parties section of the General Terms Article; and (3) a provision granting to DSHS, SAO, OIG, and the Comptroller General of the United States, and any of their representatives, the right of access to inspect

the work and the premises on which any work is performed, and the right to audit the subcontractor in accordance with the Access and Inspection Article in these General Provisions. Each subrecipient subcontract contract must also include a copy of these General Provisions and a copy of the Statement of Work and any other provisions in the Program Attachment(s) applicable to the subcontract. Contractor shall ensure that all written agreements with subrecipient subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor. No provision of this Contract creates privity of contract between DSHS and any subcontractor of Contractor.

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

Section 12.16 **Authority to Bind.** The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, warrant and guarantee that they have been duly authorized by Contractor to execute this Contract for Contractor and to validly and legally bind Contractor to all of its terms.

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

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

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

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

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

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

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

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

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

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

Section 12.27 **Disposition of Property.** Contractor shall follow the procedures in the American Hospital Association's (AHA's) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the Department funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than $5,000. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $5,000) will be controlled by the requirements of UGMS. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes

inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than $5,000, Contractor shall request disposition approval and instructions in writing from the contract manager assigned to the Program Attachment. After an item reaches the end of its useful life, Contractor shall ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

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

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

ARTICLE XIII GENERAL TERMS

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

Section 13.02 **Lobbying.** Contractor shall comply with Tex. Gov. Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government, or to pay the salary or expenses of any person related to any activity designed to influence legislation, regulation, policy or appropriations pending before Congress or the state legislature, or for influencing or attempting to influence an officer or employee of any federal or state agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC § 1352 and UGMS). If at any time this Contract exceeds $100,000 of federal funds, Contractor shall file with the contract manager assigned to the Program Attachment a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement. Contractor shall file the declaration, certification, and disclosure at the time of application for this Contract; upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and at the end of each calendar quarter in which any event occurs that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the contract manager assigned to the Program Attachment. Contractor shall also comply, as applicable, with the lobbying restrictions and requirements in 2 CFR Part 230 (OMB Circulars A-122), Appendix B paragraph 25; 2 CFR Part 225 (A-87) Appendix B section 24; 2 CFR §215.27 (A-110) and 2 CFR Part 220 (A-21) Appendix A, subsection J.17 and J.28. Contractor shall include this provision in any subcontracts.

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

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

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

a) "Intellectual property" means created property that may be protected under copyright, patent, or trademark/service mark law.
b) For purposes of this Contract intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS. DSHS has the right to obtain and hold in its name any and all patents, copyrights, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.
c) If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and

irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any intellectual property developed under this Contract, including any subcontract; and (2) any rights of copyright to which a Contractor purchases ownership with contract funds. Contractor shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment must be to the effect that "This publication was made possible by grant number _____ from (federal awarding agency)" or "The project described was supported by grant number _____ from (federal awarding agency)" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency)."

d) If the terms of a federal grant award the copyright to Contractor, DSHS reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DSHS, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds.

e) If the results of the contract performance are subject to copyright law, Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the contract manager assigned to the Program Attachment.

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

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

Section 13.08 **Legal Notice.** Any notice required or permitted to be given by the provisions of this Contract will be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified by the Party to the other Party in writing or, if sent by certified mail, on the date of receipt.

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

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

Section 13.11 **Parties.** The Parties represent to each other that they are entities fully familiar with

transactions of the kind reflected by the contract documents, and are capable of understanding the terminology and meaning of their terms and conditions and of obtaining independent legal advice pertaining to this Contract.

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

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

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

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

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

a) contractor's contact person and contact information;
b) contact information for key personnel, as stated in Contractor's response to the Solicitation Document, if any;
c) cumulative budget transfers that exceed 10% among direct cost categories, other than the equipment category, of cost reimbursement contract Program Attachments of less than $100,000, provided that the total budget amount is unchanged;
d) minor corrections or clarifications to the Contract language that in no way alter the scope of work, objectives or performance measures; and
e) a change in Contractor's share of the budget concerning non-DSHS funding other than program income and match, regardless of the amount of the change, provided that in changing the budget, Contractor is not supplanting DSHS funds.

Contractor within ten (10) calendar days shall notify in writing the contract manager assigned to the Program Attachment of any change enumerated in this section. The notification may be by letter, fax or email. Cumulative budget line item transfers of 10% or less among direct cost categories, other than equipment, of

cost reimbursement contracts of any amount do not require written amendment or prior approval or notification.

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

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

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

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

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

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

Section 13.21 **Electronic and Information Resources Accessibility and Security Standards.** As required by 1 Tex. Admin. Code Chapters 213 and 206, as a state agency, DSHS must procure products that comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1

Tex. Admin. Code Chapter 213 and Website Accessibility Standards/Specifications specified in 1 Tex. Admin. Code Chapter 206 (collectively EIR Standards) when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. If performance under this Contract includes the development, modification or maintenance of a website or other electronic and information resources for DSHS or for the public on behalf of DSHS, Contractor certifies that the website or other electronic and information resources comply with the EIR Standards. Contractor further certifies that any network hardware or software purchased or provided under this Contract has undergone independent certification testing for known and relevant vulnerabilities, in accordance with rules adopted by Department of Information Resources.

Section 13.22 **Force Majeure.** Neither Party will be liable for any failure or delay in performing all or some of its obligations, as applicable, under this Contract if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, extraordinarily severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order, or acts of God. The existence of any such cause of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the cause of the delay or failure no longer exists and, if applicable, for any reasonable period of time thereafter required to resume performance. A Party, within a period of time reasonable under the circumstances, must inform the other by any reasonable method (phone, email, etc.) and, as soon as practicable, must submit written notice with proof of receipt, of the existence of a force majeure event or otherwise waive the right as a defense to non-performance.

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

Section 13.24 **Cooperation and Communication.** Contractor shall cooperate with Department staff and, as applicable, other DSHS contractors, and shall promptly comply with requests from DSHS for information or responses to DSHS inquiries concerning Contractor's duties or responsibilities under this Contract.

ARTICLE XIV BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

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

a) failure to properly provide the services and/or goods purchased under this Contract;
b) failure to comply with any provision of this Contract, including failure to comply with all applicable statutes, rules or regulations;

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

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

a) terminate this Contract or a Program Attachment of this Contract as it relates to a specific program type. In the case of termination, the Department will inform Contractor of the termination no less than thirty (30) calendar days before the effective date of the termination in a notice of termination, except for circumstances that require immediate termination as described in the Emergency Action section of this Article. The notice of termination will state the effective date of the termination, the reasons for the termination, and, if applicable, alert Contractor of the opportunity to request a hearing on the termination pursuant to Tex. Gov. Code Chapter 2105 regarding administration of Block Grants. Contractor shall not make any claim for payment or reimbursement for services provided from the effective date of termination;
b) suspend all or part of this Contract. Suspension is an action taken by the Department in which the Contractor is notified to temporarily (1) discontinue performance of all or part of the Contract, and/or (2) discontinue incurring expenses otherwise allowable under the Contract as of the effective date of the suspension, pending DSHS's determination to terminate or amend the Contract or permit the Contractor to resume performance and/or incur allowable expenses. Contractor shall not bill DSHS for services performed during suspension, and Contractor's costs resulting from obligations incurred by Contractor during a suspension are not allowable unless expressly authorized by the notice of suspension;
c) deny additional or future contracts with Contractor;
d) reduce the funding amount for failure to 1) provide goods and services as described in this Contract or consistent with Contract performance expectations, 2) achieve or maintain the proposed level of service, 3) expend funds appropriately and at a rate that will make full use of the award, or 4) achieve local match, if required;
e) disallow costs and credit for matching funds, if any, for all or part of the activities or action not in compliance;

f) temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of a working capital advance, if applicable, or reimbursements or payments to Contractor for proper charges or obligations incurred, pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;

g) permanently withhold cash payments. Permanent withholding of cash payment means that Department retains funds billed by Contractor for (1) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; (2) material failure to comply with Contract provisions; or (3) indebtedness to the United States or to the State of Texas;

h) declare this Contract void upon the Department's determination that this Contract was obtained fraudulently or upon the Department's determination that this Contract was illegal or invalid from this Contract's inception and demand repayment of any funds paid under this Contract;

i) request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;

j) delay execution of a new contract or contract renewal with Contractor while other imposed or proposed sanctions are pending resolution;

k) place Contractor on probation. Probation means that Contractor will be placed on accelerated monitoring for a period not to exceed six (6) months at which time items of noncompliance must be resolved or substantial improvement shown by Contractor. Accelerated monitoring means more frequent or more extensive monitoring will be performed by Department than would routinely be conducted;

l) require Contractor to obtain technical or managerial assistance;

m) establish additional prior approvals for expenditure of funds by Contractor;

n) require additional or more detailed, financial and/or programmatic reports to be submitted by Contractor;

o) demand repayment from Contractor when it is verified that Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices, or failure to comply with Contract terms;

p) pursue a claim for damages as a result of breach of contract;

q) require Contractor to prohibit any employee or volunteer of Contractor from performing under this Contract or having direct contact with DSHS-funded clients or participants, or require removal of any employee, volunteer, officer or governing body member, if the employee, volunteer, officer or member of the governing body has been indicted or convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;

r) withhold any payments to Contractor to satisfy any recoupment, liquidated damages, match insufficiency, or any penalty (if the penalty is permitted by statute) imposed by DSHS, and take repayment from funds available under this Contract in amounts necessary to fulfill Contractor's payment or repayment obligations;

s) reduce the Contract term;

t) recoup improper payments when it is verified that Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices or failure to comply with Contract terms;

u) assess liquidated damages;

v) demand repayment of an amount equal to the amount of any match Contractor failed to provide, as determined by DSHS;

w) impose other remedies, sanctions or penalties permitted by statute.

Section 14.03 **Notice of Remedies or Sanctions.** Department will formally notify Contractor in writing when a remedy or sanction is imposed (with the exception of accelerated monitoring, which may be unannounced), stating the nature of the remedies and sanction(s), the reasons for imposing them, the corrective actions, if any, that must be taken before the actions will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies and sanctions imposed. Other than in the case of repayment or recoupment, Contractor is required to file, within fifteen (15) calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice. If requested by the Department, the written response must state how Contractor shall correct the noncompliance (corrective action plan) or demonstrate in writing that the findings on which the remedies or sanction(s) are based are either invalid or do not warrant the remedies or sanction(s). If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department will provide written notice to Contractor of Department's decision. If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the approved corrective action plan. If DSHS determines that repayment is warranted, DSHS will issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS will recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.

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

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

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

ARTICLE XV CLAIMS AGAINST THE DEPARTMENT

Section 15.01 **Breach of Contract Claim.** The process for a breach of contract claim against the Department provided for in Tex. Gov. Code Chapter 2260 and implemented in Department Rules §§ 4.11-4.24 will be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

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

Section 15.03 **Sole Remedy.** The contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches

of contract by DSHS if the Parties are unable to resolve their disputes under this Article.

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

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

ARTICLE XVI TERMINATION AND TEMPORARY SUSPENSION

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

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

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

Section 16.04 **Termination or Temporary Suspension Without Cause.**

a) Either Party may terminate this Contract or a Program Attachment, as applicable, with at least thirty (30) calendar days prior written notice to the other Party, except that if Contractor seeks to terminate a Contract or Program Attachment that involves residential client services, Contractor shall give the Department at least ninety (90) calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.

b) The Parties may terminate this Contract or a Program Attachment by mutual agreement.
c) DSHS may temporarily suspend or terminate this Contract or a Program Attachment if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendments to the Appropriations Act, health and human services consolidations, or any disruption of current appropriated funding for this Contract or Program Attachment. Contractor will be notified in writing of any termination or temporary suspension or of any cessation of temporary suspension. Upon notification of temporary suspension, Contractor shall discontinue performance under the Contract as of the effective date of the suspension, for the duration of the suspension.
d) Department may terminate this Contract or a Program Attachment immediately when, in the sole determination of Department, termination is in the best interest of the State of Texas.

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

a) Contractor has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
b) Contractor fails to communicate with Department or fails to allow its employees or those of its subcontractor to communicate with Department as necessary for the performance or oversight of this Contract;
c) Contractor breaches a standard of confidentiality with respect to the services provided under this Contract;
d) Department determines that Contractor is without sufficient personnel or resources to perform under this Contract or that Contractor is otherwise unable or unwilling to fulfill any of its requirements under this Contract or exercise adequate control over expenditures or assets;
e) Department determines that Contractor, its agent or another representative offered or gave a gratuity (e.g., entertainment or gift) to an official or employee of DSHS or HHSC for the purpose of obtaining a contract or favorable treatment;
f) Department determines that this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements or statement(s) of work or Solicitation Document on which this Contract is based in violation of Tex. Gov. Code § 2155.004; or Department determines that Contractor was ineligible to receive this Contract under Tex. Gov. Code §§ 2155.006 or 2261.053 related to certain disaster response contracts;
g) Contractor appears to be financially unstable. Indicators of financial instability may include one or more of the following:
    1) Contractor fails to make payments for debts;
    2) Contractor makes an assignment for the benefit of its creditors;
    3) Contractor admits in writing its inability to pay its debts generally as they become due;
    4) if judgment for the payment of money in excess of $50,000 (that is not covered by insurance) is rendered by any court or governmental body against Contractor, and Contractor does not (a) discharge the judgment, or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) calendar days from the date of entry of the judgment, or (d) if the execution is stayed, within the thirty (30)-day period or a longer period during which execution of the judgment has been stayed, appeal from the judgment and cause the execution to be stayed during such appeal while providing such reserves for the judgment as may be required

under Generally Accepted Accounting Principles;

5) a writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) calendar days after its issuance;
6) Contractor is adjudicated bankrupt or insolvent;
7) Contractor files a case under the Federal Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, or consents to the filing of any case or petition against it under any such law;
8) any property or portion of the property of Contractor is sequestered by court order and the order remains in effect for more than thirty (30) calendar days after Contractor obtains knowledge of the sequestration;
9) a petition is filed against Contractor under any state reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, and the petition is not dismissed within thirty (30) calendar days; or
10) Contractor consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property;

h) Contractor's management system does not meet the UGMS management standards; or
i) Any required license, certification, permit, registration or approval required to conduct Contractor's business or to perform services under this Contract is not obtained or is revoked, is surrendered, expires, is not renewed, is inactivated or is suspended.

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

ARTICLE XVII VOID, SUSPENDED, AND TERMINATED CONTRACTS

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

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

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

ARTICLE XVIII CLOSEOUT

Section 18.01 **Cessation of Services At Closeout.** Upon expiration of this Contract or Program Attachment, as applicable, (and any renewals of this Contract or Program Attachment) on its own terms, Contractor shall cease services under this Contract or Program Attachment; and shall cooperate with DSHS to the fullest extent

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

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

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

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

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

Item 24

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013
Prepared By/Phone Number: Norman McRee/854-4821
Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning & Budget
Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of $592,192.07 for the period of February 8 to February 14, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of $592,192.07.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – $592,192.07

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742
Diane Blankenship, 854-9170
Jessica Rio, 854-9106

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
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	February 26, 2013
TO:	Members of the Travis County Commissioners Court
FROM:	John Rabb, Benefits Manager
COUNTY DEPT.	Human Resources Management Department (HRMD)
DESCRIPTION:	United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.
PERIOD OF PAYMENTS MADE:	February 8, 2013 to February 14, 2013
REIMBURSEMENT REQUESTED FOR THIS PERIOD:	$592,192.07
HRMD RECOMMENDATION:	The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of $592,192.07.

Please see the attached reports for supporting detail information.

TRAVIS COUNTY

HOSPITAL AND INSURANCE FUND

SUPPORTING DETAIL FOR THE

WEEKLY REIMBURSEMENT REQUEST TO

COMMISSIONERS COURT

FOR THE PAYMENT PERIOD

FEBRUARY 8, 2013 TO FEBRUARY 14, 2013

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Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.

Page 2. Chart of Weekly Reimbursements Compared to Budget.

Page 3. Paid Claims Compared to Budgeted Claims.

Page 4. FY Comparison of Paid Claims to Budget.

Page 5. Notification of amount of request from United Health Care (UHC) (Bank of America)

Page 6. Last page of the UHC Check Register for the Week.

Page 7. List of payments deemed not reimbursable.

Page 8. Journal Entry for the reimbursement.

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	February 26, 2013
TO:	Nicki Riley, County Auditor
FROM:	Norman McRee, HR Financial Analyst
COUNTY DEPT.	Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:

FROM:	February 8, 2013
TO:	February 14, 2013

REIMBURSEMENT REQUESTED: **$ 592,192.07**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	$	1,752,586.81
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: February 19, 2013	$	(1,169,082.60)
Adjust to balance per UHC	$	8,687.86
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK:**	$	**592,192.07**
PAYMENTS DEEMED NOT REIMBURSABLE	$	-
TRANSFER OF FUNDS REQUESTED:	$	**592,192.07**

The claims have been audited for eligibility and all were eligible in the period covered by the claim.

All claims over $25,000 (2 this week totaling $72,001.13) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under $25,000 ($172,284.33) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the $250,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life. Reimbursements are posted as revenue and claims totals shown are gross of stop loss. Cumulative fiscal year stop loss reimbursements from Sun Life total $574,103.69.

All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

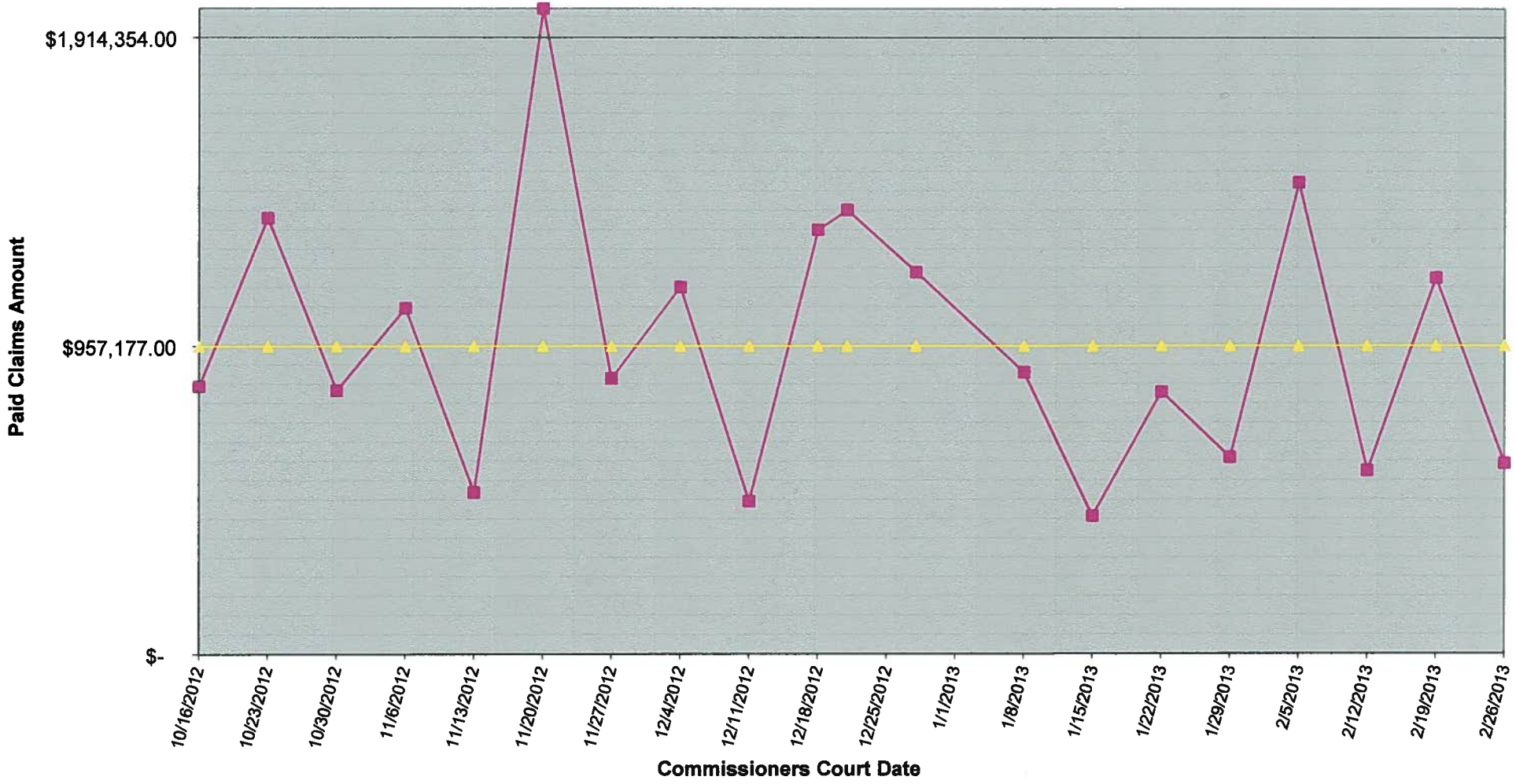
John Rabb, Benefits Manager — Date 2/15/13

Shannon Steele, Benefits Administrator — Date 2/15/13

Norman McRee, Financial Analyst — Date 2/15/13

** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

Travis County Employee Benefit Plan
FY13 Paid Claims vs Weekly Claims Budget of $957,177.23



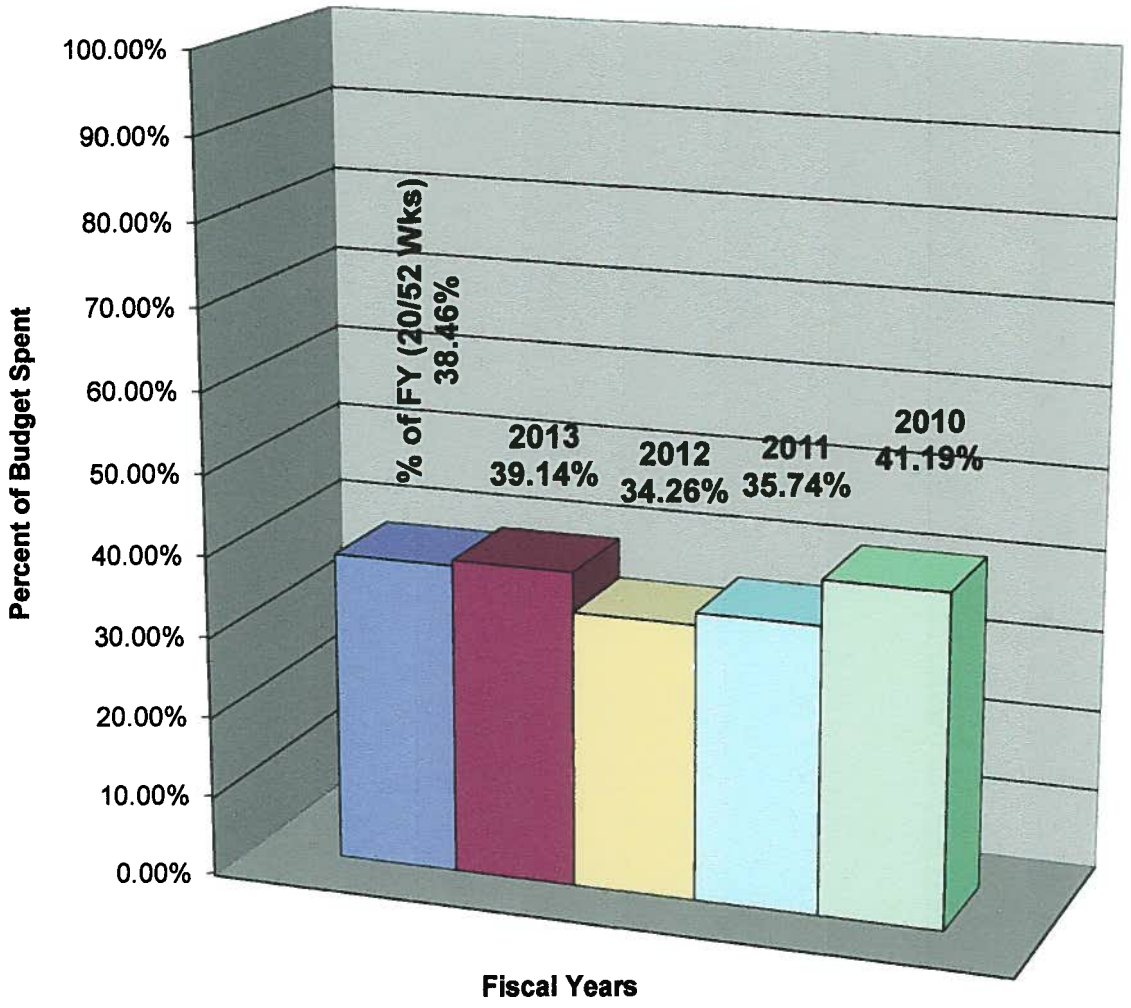
Travis County Employee Benefit Plan
FY13 Weekly Paid Claims VS Weekly Budgeted Amount

Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2013 % of Budget Spent	FY 2012 % of Budget Spent
1	9/28/2012	10/4/2012	10/16/2012	$ 833,295.36	$ 957,177.23	2	$ 264,210.15	1.67%	1.42%
2	10/5/2012	10/11/2012	10/23/2012	$ 1,356,899.90	$ 957,177.23	3	$ 398,807.43	4.40%	3.40%
3	10/12/2012	10/18/2012	10/30/2012	$ 819,640.44	$ 957,177.23	2	$ 116,768.50	6.05%	5.60%
4	10/19/2012	10/25/2012	11/6/2012	$ 1,076,062.49	$ 957,177.23	1	$ 68,192.73	8.21%	6.54%
5	10/26/2012	11/1/2012	11/13/2012	$ 503,241.86	$ 957,177.23	0	$ -	9.22%	7.69%
6	11/2/2012	11/8/2012	11/20/2012	$ 2,004,819.80	$ 957,177.23	4	$ 832,945.50	13.25%	10.01%
7	11/9/2012	11/15/2012	11/27/2012	$ 856,605.61	$ 957,177.23	7	$ 345,370.77	14.97%	11.71%
8	11/16/2012	11/22/2012	12/4/2012	$ 1,140,771.38	$ 957,177.23	0	$ -	17.26%	14.05%
9	11/23/2012	11/29/2012	12/11/2012	$ 474,802.74	$ 957,177.23	2	$ 98,896.45	18.21%	14.57%
10	11/30/2012	12/6/2012	12/18/2012	$ 1,319,676.15	$ 957,177.23	4	$ 142,853.98	20.87%	17.30%
11	12/7/2012	12/13/2012	12/21/2012	$ 1,380,972.18	$ 957,177.23	8	$ 726,479.65	23.64%	18.57%
12	12/14/2012	12/20/2012	12/28/2012	$ 1,187,151.92	$ 957,177.23	3	$ 148,596.86	26.03%	20.69%
13	12/21/2012	12/27/2012	1/8/2013	$ 875,593.97	$ 957,177.23	5	$ 262,457.31	27.79%	21.80%
14	12/28/2012	1/3/2013	1/15/2013	$ 428,312.76	$ 957,177.23	2	$ 58,763.15	28.65%	22.93%
15	1/4/2013	1/10/2013	1/22/2013	$ 814,824.53	$ 957,177.23	0	$ -	30.28%	25.13%
16	1/11/2013	1/17/2013	1/29/2013	$ 610,955.41	$ 957,177.23	1	$ 41,841.23	31.51%	26.89%
17	1/18/2013	1/24/2013	2/5/2013	$ 1,466,572.26	$ 957,177.23	4	$ 192,975.28	34.46%	28.96%
18	1/25/2013	1/31/2013	2/12/2013	$ 569,238.61	$ 957,177.23	2	$ 75,547.81	35.60%	30.05%
19	2/1/2013	2/7/2013	2/19/2013	$ 1,169,082.60	$ 957,177.23	1	$ 25,851.04	37.95%	31.86%
20	2/8/2013	2/14/2013	2/26/2013	$ 592,192.07	$ 957,177.23	2	$ 72,001.13	39.14%	34.26%
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Paid & Budgeted Claims to Date	$ 19,480,712.04	$ 19,143,544.62
Paid Claims less Total Weekly Budget		$ 337,167.42

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.

Comparison of Claims to FY Budgets
Week 20



Norman McRee

From: SIFSFAX@UHC.COM
Sent: Friday, February 15, 2013 12:08 AM
To: Norman McRee
Subject: UHG FUNDING NOTIFICATION

CUSTOMERS WHO NORMALLY FUND ON MONDAY WILL BE ASKED TO DO SO ON FRIDAY ACCORDING TO THE PRESIDENTS DAY HOLIDAY SYSTEM FEED SCHEDULE.

TO: NORMAN MCREE FROM: UNITEDHEALTH GROUP
FAX NUMBER: (512) 854-3128 AB5
PHONE: (512) 854-3828

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2013-02-15 REQUEST AMOUNT: $1,752,586.81

CUSTOMER ID: 00000701254
CONTRACT NUMBER: 00701254 00709445
BANK ACCOUNT NUMBER: 385015850067 ABA NUMBER: 011900445
FUNDING ADVICE FREQUENCY: DAILY
FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2013-02-14	$949,120.80
- REQUIRED BALANCE TO BE MAINTAINED:	$2,668,041.00
+ PRIOR DAY REQUEST:	$00.00
= UNDER DEPOSIT:	$1,718,920.20
+ CURRENT DAY NET CHARGE:	$33,666.61
+ ISSUED CREDIT AMOUNT:	$00.00
+ FUNDING ADJUSTMENTS:	$00.00
REQUEST AMOUNT:	$1,752,586.81

ACTIVITY FOR WORK DAY: 2013-02-08

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$35,048.31	$00.00	$35,048.31
TOTAL:	$35,048.31	$00.00	$35,048.31

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2013_02_14

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	-$23.63	28	10131184	AB	1	2/12/2013	55	2/15/2013	2/14/2014
701254	632	-$25.58	28	10131168	AA	1	2/12/2013	55	2/15/2013	2/14/2014
701254	632	-$25.58	28	10131167	AA	1	2/12/2013	55	2/15/2013	2/14/2014
701254	632	-$25.60	28	10131162	AA	1	2/12/2013	55	2/15/2013	2/14/2014
701254	632	-$25.60	28	10131161	AA	1	2/12/2013	55	2/15/2013	2/14/2014
701254	632	-$25.60	28	10131166	AA	1	2/12/2013	55	2/15/2013	2/14/2014
701254	632	-$25.60	28	10131165	AA	1	2/12/2013	55	2/15/2013	2/14/2014
701254	632	-$25.60	28	10131164	AA	1	2/12/2013	55	2/15/2013	2/14/2014
701254	632	-$25.60	28	10131163	AA	1	2/12/2013	55	2/15/2013	2/14/2014
701254	632	-$43.64	QG	51166826	AH	1	2/5/2013	50	2/11/2013	2/14/2014
701254	632	-$87.36	QG	91884015	AH	7	11/21/2012	50	2/14/2013	2/14/2014
701254	632	-$94.55	QG	21229606	AH	1	11/9/2012	50	2/12/2013	2/14/2014
701254	632	-$102.41	QG	91433707	AE	9	2/6/2013	50	2/12/2013	2/14/2014
701254	632	-$110.85	QG	91884015	AH	7	11/21/2012	50	2/11/2013	2/14/2014
701254	632	-$120.78	QG	2692260	AH	7	2/8/2013	50	2/14/2013	2/14/2014
701254	632	-$157.14	PH	85103666	AH	1	2/9/2013	50	2/15/2013	2/14/2014
701254	632	-$189.44	RI	1820180	AI	46	5/3/2010	50	2/15/2013	2/14/2014
701254	632	-$212.28	28	10115968	AH	6	2/8/2013	50	2/13/2013	2/14/2014
701254	632	-$14,577.77	QG	91398707	AH	11	2/5/2013	50	2/11/2013	2/14/2014

592,192.07

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 02/14/2013

CONTR_#	*TRANS_AMT*	*SRS*	*CHK_#*	*GRP*	*CLAIM ACCT#*	*ISS_DATE*	*TRANS CODE*	*TRANS_DATE*

Total: $0.00

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 02/14/2013

Type	EE/RR	Cost Center	G/L Account	Transaction Amount	
CEPO	EE	1110068956	516010	$ 121,007.59	
	RR	1110068956	516110	$ 2,052.11	
			Total CEPO		$ 123,059.70
EPO	EE	1110068956	516030	$ 120,950.37	
	RR	1110068956	516130	$ 5,970.06	
			Total EPO		$ 126,920.43
PPO	EE	1110068956	516020	$ 341,676.54	
	RR	1110068956	516120	$ 535.40	
			Total PPO		$ 342,211.94
			Grand Total		$ 592,192.07

Item 25

Travis County Commissioners Court Agenda Request

Meeting Date: 2/26/13
Prepared By/Phone Number: Cynthia Lam-Roldan, 854-4822
Elected/Appointed Official/Dept. Head: Leslie Browder, 854-9106 HB
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Consider and take appropriate action on the following items for Human Resources Management Department:

A. Proposed routine personnel amendments; and

B. Non-routine request from Pretrial Services for a variance to Travis County Code Chapter §10.03009, Voluntary Job Change.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 10.

B. Non-Routine Personnel Action – Pages 5, 11 - 13.
Pretrial Services request approval for a voluntary job change retaining the employee's pay that is above midpoint – Travis County Code § 10.03009, Position 30050176, Chemical Dependency Counselor, PG16. HRMD has reviewed supporting documentation and concurs.

If you have any questions or comments, please contact Todd L. Osburn at 854-2744.

STAFF RECOMMENDATIONS:
N/A

ISSUES AND OPPORTUNITIES:
N/A

FISCAL IMPACT AND SOURCE OF FUNDING:
None.

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

REQUIRED AUTHORIZATIONS:
Todd Osburn, Human Resources Management Department, 854-2744
Leslie Browder, Planning and Budget Office, 854-9106

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

Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX (512) 854-9757

February 26, 2013

ITEM # :

DATE: February 15, 2013

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Pct. 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leslie Browder, County Executive, Planning and Budget

FROM: Todd L. Osburn, Compensation Manager, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 10.

B. Non-Routine Personnel Action – Pages 5, 11 - 13.
Pretrial Services request approval for a voluntary job change retaining the employee's pay that is above midpoint – Travis County Code § 10.03009, Position 30050176, Chemical Dependency Counselor, PG16. HRMD has reviewed supporting documentation and concurs.

If you have any questions or comments, please contact Todd L. Osburn at 854-2744.

LB/TLO

Attachments
cc: Planning and Budget Department
County Auditor
County Auditor-Payroll (Certified copy)
County Clerk (Certified copy)

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	02/19/2013	N/A	N/A	3500 - Sheriff	30002783 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / $38,919.50
New Hire	New Hire	02/19/2013	N/A	N/A	1400 - Information Technology Service	30000408 / Systems Engineer III / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / $84,988.80
New Hire	New Hire	02/19/2013	N/A	N/A	3600 - Pretrial Services	30050171 / Pretrial Officer I / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / $38,147.20
New Hire	New Hire	02/19/2013	N/A	N/A	1400 - Information Technology Service	30000413 / Network Engineer II / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / $80,350.40
Mobility	Career Ladder	02/07/2013	3500 - Sheriff	30002165 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / $44,368.27	3500 - Sheriff	30002165 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / $48,226.26
Mobility	Career Ladder	01/03/2013	3500 - Sheriff	30002231 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / $44,368.27	3500 - Sheriff	30002231 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / $48,226.26
Mobility	Career Ladder	02/01/2013	3300 - District Attorney	30001337 / Attorney IV / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / $77,956.53	3300 - District Attorney	30001337 / Attorney V / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / $83,424.43

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Career Ladder	02/05/2013	3500 - Sheriff	30006016 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 03 / $54,414.67	3500 - Sheriff	30006016 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 03 / $58,681.38
Mobility	Career Ladder	02/01/2013	3300 - District Attorney	30001319 / Attorney III / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / $68,095.87	3300 - District Attorney	30001319 / Attorney IV / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / $77,956.53
Mobility	Career Ladder	02/22/2013	3500 - Sheriff	30002715 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / $44,368.27	3500 - Sheriff	30002715 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / $48,226.26
Mobility	Interdpt Change	02/04/2013	3100 - County Attorney	30000756 / Victim Counselor Sr / 1 - Regular / 04 - Part Time Non-Exempt / GRD17 / 00 / $20,404.80	3650 - Juvenile Probation	30004437 / Chemical Dependency Counselor Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / $40,809.60
Mobility	Lateral Transfer	01/02/2013	3650 - Juvenile Probation	30004441 / Counselor Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / $39,880.36	3650 - Juvenile Probation	30004437 / Chemical Dependency Counselor Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / $39,880.36
Mobility	Lateral Transfer	02/16/2013	3650 - Juvenile Probation	30004203 / Juvenile Detention Officer Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / $13.59	3650 - Juvenile Probation	30004311 / Juvenile Rsdnt Treatment Officer Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / $13.59

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Lateral Transfer	02/16/2013	3150 - County Clerk	30000977 / County/District Clerk Div Dir / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / $88,150.44	3150 - County Clerk	30050701 / County/District Clerk Div Dir Succession / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / $88,150.44
Mobility	Promotion	02/16/2013	3150 - County Clerk	30000998 / Court Services Mgmt Adm Coord / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / $54,627.02	3150 - County Clerk	30000977 / County/District Clerk Div Dir / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / $81,619.20
Mobility	Temporary to Regular	02/19/2013	3050 - Tax Collector	30000169 / Administrative Asst I / 2 - Temporary / 05 - Hourly - Retmt / GRD13 / 00 / $14.54	3050 - Tax Collector	30000142 / Tax Specialist I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / $30,238.83
Salary Change	Salary/Hourly Rate Change	02/01/2013	3500 - Sheriff	30001914 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / $37,042.72	N/A	GRD14 / 00 / $39,623.17
Salary Change	Correction to Second Job Hourly Rate	01/07/2013	3650 - Juvenile Probation	30050501 / Counselor Sr / 2 - Temporary / 05 - Hourly - Retmt / GRD17 / 00 / $19.62	N/A	GRD17 / 00 / $20.19

AD HOC CLASSIFICATION CHANGE							
		Current			HRMD Recommends		
Dept.	Position	Budgeted Title / Job Object ID	FLSA	Pay Grade	Budgeted Title / Job Object ID	FLSA	Pay Grade
Facilities Mgmt	30000568	Expo Center Events Facilities Coord Sr / 20000314	E	21	Exposition Center Coordinator / 2XXXXXXX	E	15
Department requests in order to meet departmental needs. PBO has confirmed funding available.							

NEW JOB CLASSIFICATIONS		
Job Title / Job Object ID	FLSA	Pay Grade
Exposition Center Coordinator / 2XXXXXXX	E	15
Internal Auditor / 2XXXXXXX	E	21
See attached memo and job descriptions, pages 5 - 10.		

NON-ROUTINE – Voluntary Reassignment				
Dept. (From)	Position – Position Title – Grade – Salary	Dept. (To)	Position – Position Title – Grade – Salary	Comments
Pretrial Services	30005940 / Counselor Sr / Grd 17 / $49,931.23	Pretrial Services	30050176 / Chemical Dependency Counselor / Grd 16 / $49,931.23	Voluntary job change. Pay remains the same. Pay is between midpoint and max of pay grade. Travis County Code § 10.03009.

BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

Human Resources Management

700 Lavaca, 4th Floor • P.O. Box 1748 • Austin, Texas 78701 • (512) 854-9165

MEMORANDUM

DATE: February 15, 2013

TO: Members of the Commissioners Court

VIA: Leslie Browder, County Executive, Planning & Budget Office

FROM: Todd Osburn, Compensation Manager

SUBJECT: Proposed New Job Classifications

HRMD recommends creation of two new job classifications as outlined below:

Exposition Center Coordinator

Under the direction of the Expo Center Director, the Exposition Center Coordinator will be responsible for scheduling, booking, and coordinating events within the Travis County Exposition center. The incumbent will be responsible for monitoring license agreements, arranging various aspects of events such as facility needs, security, and parking. Incumbent will also assist in representing the facility in public relations activities and estabishing and maintaining good working relationships with clients, participating vendors, advertising agencies and the general public.

Creation of this title came after Facilities re-examined existing operations at the Expo Center and recognized that the vacant job of Expo Center Events Facility Coordinator Senior (PG 21) was no longer necessary. The proposed tile (PG 15) replaces the existing title at a lower pay grade and clarifies job duties. HRMD agrees with the proposed placement of the job in Pay Grade 15 of the Classified Pay Scale.

Internal Auditor

HRMD has worked with the Tax Office, Auditor's Office and PBO to create this title. The Tax Office requested a new title to assist in establishing more effective internal controls over cash management. The incumbent in this job will conduct detailed and cursory audits of financial and operational transactions, processes and procedures within the department to facilitate compliance with applicable laws, policies and procedures. The incumbent will also review and analyze the methods by which transactions are conducted and processed within a department and may conduct spot audits of financial operations including funds collections and disbursements. Commissioners Court has already approved this position in the FY 2013 budget for the Tax Office and PBO has confirmed sufficient funding. After reviewing market data, HRMD recommends this job be placed at PG 21 on the Classified Pay Scale.

Should you have questions, contact Todd Osburn at ext. 4-2744.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Exposition Center Coordinator

JOB CODE:	XXXXX	**FLSA STATUS:**	Exempt
PAY GRADE:	15	**LAST REVISED:**	02/26/13

JOB SUMMARY:

Schedules, books and coordinates events within the Travis County Exposition Center. Monitors license agreements, arranges various aspects of events, such as facility needs, security and parking.

DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Management/Middle Management job family. Incumbents in this classification is responsible for booking and coordinating events within the Travis County Exposition Center and ensuring all facility, security and parking needs are arranged. This classification reports to the Exposition Center Director. This classification requires a flexible work schedule in order to meet the needs of the Exposition Center.

DUTIES AND RESPONSIBILITIES:

- Schedules, books and coordinates events within the Exposition Center facility. Assists in determining the eligibility of clients requesting rental of the facilities.
- Fill out and monitors Exposition Center license agreements. Ensures compliance with all federal, State, County and Local laws and ordinances and County policies.
- Assists in representing the facility in public relations activities and establishing and maintaining good working relationships with clients, participating vendors, advertising agencies and the general public.
- Distributes Exposition Center brochures, pamphlets and other informational material.
- Use of SAP for procurement of goods and services.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:

Bachelor's degree in Business, Marketing, Public Relations or a directly related field **AND** 2 years experience in convention industry events management and/or events marketing.

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
Valid Texas Driver's License.

Knowledge, Skills, and Abilities:
Knowledge of:

- Policies, practices, procedures and terminology of assigned function
- Federal, State, Local and County applicable laws, regulatory codes, ordinances, rules, permits, licenses, purposes, sources, standards, policies and procedures, regulation and guidelines.
- Contract administration and services of an entertainment and convention/conference facilities program.
- Completion of SAP Training for procurement of goods and services.
- Modern office practices, procedures and methods.

JOB TITLE: Exposition Center Coordinator

JOB CODE:	XXXXX	**FLSA STATUS:**	Exempt
PAY GRADE:	15	**LAST REVISED:**	02/26/13

- Computer equipment to include word processing, spreadsheets, data bases and a variety of software packages.

Skill in:
- Problem solving
- Contract Compliance
- Both verbal and written communication, including presentations.

Ability to:
- Work independently and efficiently.
- Manage time well, perform multiple tasks and organize diverse activities.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies and providers, other County employees and officials and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 25 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motions, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions. Subject to outside elements, noise, vibration, contact with dust, foul odors, animal fecal matter, insects and rodents.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Internal Auditor

JOB CODE: XXXXX
PAY GRADE: 21
FLSA STATUS: Exempt
LAST REVISED: 02/26/13

JOB SUMMARY:

Conducts detailed and cursory audits of financial and operational transactions, processes and procedures within the department to facilitate compliance with applicable laws, policies and procedures. Reviews and analyzes the methods by which transactions are conducted and processed within a department and may conduct spot audits of financial operations including funds collections and disbursements. Prepares documentation and reports of findings and coordinates implementation of recommendations with County Officials, management, and staff.

DISTINGUISHING CHARACTERISTICS:

This job is in the Finance job family. Incumbents typically conduct moderately complex to complex audits of departmental financial and operational systems, processes and procedures using Generally Accepted Auditing Standards (GAAS) and standardized financial procedures. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Performs detailed and cursory audits of financial and operational transactions, processes and procedures within a department to facilitate compliance with applicable federal, state and local laws, policies and procedures. Duties include running queries, auditing cash receipts, disbursements, other revenue and expenditure transactions and processes and procedures. Documents and reports findings and makes recommendations for improvements.
- Performs review of departmental internal control policies and procedures. Documents and reports findings and makes recommendations for improvements.
- Conducts spot audits of transactions and documents and reports findings to management.
- Performs follow-up on audit findings to confirm that problem areas have been corrected according to recommended protocols.
- Ensures compliance with applicable federal, state and local laws, policies and procedures for areas being audited.
- Serves as a troubleshooter in assisting management and staff in identifying and resolving audit issues, including statutory, policy and other questions.
- Performs special projects and audits of sensitive or critical nature.
- Communicates audit issues and provides fiscal and operational information and assistance to department management and staff.
- Investigates reported occurrences of fraud, embezzlement, theft and waste and recommends controls to prevent or detect such occurrences. Conducts fact-finding and/or informational interviews.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Accounting, Finance or a directly related field AND five (5) years of increasingly responsible relevant professional level auditing, accounting or financial analysis experience. Master's degree in Accounting, Finance or a directly related field may substitute for two (2) years of the required experience.

Licenses, Registrations, Certifications, or Special Requirements:
None required.

Preferred:
Valid Texas Driver's License.

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Internal Auditor

JOB CODE: XXXXX
PAY GRADE: 21
FLSA STATUS: Exempt
LAST REVISED: 02/26/13

MINIMUM REQUIREMENTS (Cont.):

Knowledge, Skills, and Abilities:
Knowledge of:

- Policies, practices, procedures and terminology used in internal auditing.
- Federal, state and local applicable laws, rules, regulations and guidelines.
- Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS) and standardized financial practices.
- Knowledge of internal control systems used for general accounting principles.
- Manual and automated systems relating to assigned function.
- Modern office practices, procedures and methods.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:

- Reviewing and analyzing processes and finding problems and/or improvements.
- Problem-solving and decision-making.
- Identifying and recommending alternative methods for improving efficiency and effectiveness of service delivery.
- Entering and reconciling financial data and reporting and monitoring fund and ledger balances.
- Completing professional audit reports.
- Both verbal and written communication.

Ability to:

- Analyze, calculate, consolidate, reconcile and interpret financial data and identify errors.
- Prepare reports of findings and recommendations and present to management.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies and providers, other County employees and officials, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 10-15 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, sitting, walking, climbing, crawling, bending, stooping, crouching, kneeling, pushing, pulling, reaching, twisting, balancing, repetitive motion, and squatting to perform the essential functions.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

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Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

DATE: February 15, 2013

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leslie Browder, County Executive, Planning & Budget LB

FROM: Todd L. Osburn, Compensation Manager, HRMD TLO

SUBJECT: Pretrial Services Non-Routine Salary Action, Position 30050176

HRMD requests Commissioners Court to discuss and consider the following action.

Pretrial Services Request:

Pretrial Services requests approval to leave the maintain the current salary of one Counselor Senior (PG 17) concurrent with a voluntary job change to a Chemical Dependency Counselor (PG 16). The salary would place the employee between midpoint and 10% above midpoint in the proposed new pay grade. The request applies to the following action:

From:

Position #	Title	PG	Salary
30005940	Counselor Sr.	17	$49,931.23

To:

Position #	Title	PG	Salary
30050176	Chem. Dep. Counselor	16	$49,931.23

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Policy:

Travis County Code §10.03009(b)states that the pay adjustment accompanying a voluntary job change must place the employee either between minimum and midpoint of the new pay grade or there is a 5% decrease for each pay grade that the position is lower than the former position.

Issue:

By maintaining the employee's current salary, the employee's salary is higher than the midpoint of the new pay grade and a decrease of 5% per grade does not occur. By policy, this makes the proposed salary action non-routine.

Recommendation:

HRMD recommends approval of the proposed salary action accompanying this voluntary job change. Pretrial Services' request is based on the necessity for proper staffing of the Drug Diversion Court Program and is based on a legitimate business need. The salary is not excessive for the proposed pay grade. The Planning and Budget Office (PBO) has confirmed funding.

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Travis County Drug Diversion Court
a division of Pretrial Services & Adult Probation Department
PO Box 1748 Austin, TX 78767
2201 Post Road Austin, TX 78704
512-854-4646 & 512-854-4200
512-854-4643 Fax

Dr. Geraldine Nagy, Director
Rosie Ramón-Durán, Assistant Director
Sharon Caldwell-Hernandez, Program Administrator

MEMORANDUM

TO: Todd L. Osburn, HRMD

FROM: Rosie Ramón-Durán, Assistant Director

DATE: February 15, 2013

SUBJECT: Voluntary Job Change/Reassignment

Travis County Adult Probation, Pretrial Services respectfully requests a Voluntary Job Change/Reassignment:

For Position # 30005940 –Sr. Counselor, Pay Grade 17 to
Chemical Dependency Counselor, Pay Grade 16 - Position # 30050176.

Due to recent programming changes within the Drug Diversion Court Program, this employee needs to be transferred to meet the business needs of the department. Licensed Chemical Dependency Counselors are needed to provide in-house intensive outpatient treatment services. Since this is a business necessity, we are requesting no decrease in salary. Please contact me if you have any questions or concerns at 854-4608.

Thank you for your assistance.

cc: Dr. Geraldine Nagy, Adult Probation
Irma Guerrero, Pretrial Services
Sharon Caldwell-Hernandez, Drug Diversion Court
Cynthia Lam-Roldan, HRMD

Item 26

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013
Prepared By/Phone Number: John Carr, 854-4772
Dept. Head: Roger El Khoury, M.S., P.E., Director, FMD, 854-4579
County Executive: Leslie Browder, Planning and Budget, 854-9106
Sponsoring Court Members: Commissioner Davis, Precinct One

AGENDA LANGUAGE:
Consider and take appropriate action on request from Sails in Concert, Inc. for modifications to the standard license agreement associated with an extended rental of the Luedecke Arena and Skyline Club from April 15, 2013 to April 24, 2013.

BACKGROUND/SUMMARY OF REQUEST:
Facilities Management Department (FMD) and the County Attorney's office have been working with Sails in Concert, Inc. on their request to use the Luedecke Arena and Skyline Club for ten days in April. The purpose of the rental is for rehearsals. This same organization previously rented facilities in April 2011 for the same purpose.

Sails in Concert (Licensee) has requested several minor changes to the standard approved license agreement, which has resulted in the requirement to post this item for the Commissioners Court consideration. Licensee requests all food and non-alcoholic beverage catering rights during the Event. Since the purpose of the rental is for rehearsals and is not open to the public, allowing the Licensee to provide their own food and drink services appears appropriate. The Licensee also requests the agreement to state that there shall not be any televised or video coverage by any party during the Event. Ms. Aldredge, Assistant County Attorney, has consulted with the Licensee attorneys and the requested changes have been made to the standard license agreement, which has been signed by the Licensee. The changes to the standard license agreement are highlighted in the draft at Attachment One.

STAFF RECOMMENDATIONS:
Facilities Management Department recommends approval of the non-standard license agreement as requested by Sails in Concert, Inc.

ISSUES AND OPPORTUNITIES:
This contract will bring a significant amount of revenue to the Exposition Center with limited effort by the Exposition Center staff to support the Event.

FISCAL IMPACT AND SOURCE OF FUNDING:
Revenue = $55,850

ATTACHMENTS/EXHIBITS:
1. Draft License Agreement

REQUIRED AUTHORIZATIONS:
Tenley Aldredge, Assistant County Attorney

TRAVIS COUNTY EXPOSITION CENTER
LICENSE AGREEMENT

This License Agreement (this "Agreement"), made this ~~12th~~22nd day of ~~December~~January, ~~2012~~2013 between Travis County, a political subdivision of the State of Texas ("LICENSOR"), and Sails In Concert, Inc., whose address is 1880 Century Park East, #1600, Los Angeles, CA 90067 and contact number is (310) 550-1707 ("LICENSEE"), includes the following terms:

1. Representatives of Parties. LICENSOR is acting through the duly authorized Director, or his designee, (the "Director") of the Travis County Exposition Center (the "Center") who, unless otherwise provided herein, is the sole person authorized to bind LICENSOR to this Agreement or any modifications thereto. LICENSEE designates ~~**Irwin Rennert**~~Rick Mozenter, who is LICENSEE's ~~**Secretary**~~Secretary, as its duly authorized representative empowered to enter into this Agreement and any modifications. Unless otherwise notified, in writing, by LICENSEE, LICENSOR shall have no obligation to deal with any other representative of LICENSEE with respect to the subject matter of this Agreement.

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2. Licensed Space. Subject to the terms and provisions of this Agreement, LICENSOR hereby grants to LICENSEE the right to enter and use those portions of the Center identified by description in the Event Costing Schedule attached hereto as Exhibit "A" and incorporated herein for all purposes (the "License"). In addition, LICENSEE has the right to travel through any other area necessary to gain access to the portions of the Center identified in Exhibit "A". LICENSEE and its patrons, customers, guests, employees, and agents shall not have the right to enter upon any portion of the Center not so identified in the Exhibit "A" and LICENSOR shall have the right to exclude all such persons from such unlicensed areas at ALL times. Failure of any such persons to abide by LICENSOR's directives to vacate unlicensed areas shall be grounds for immediate termination of this Agreement. Access to the areas included in the License (the "Licensed Space") during LICENSEE's event shall be through Gate 1 and no other Gates.

3. Restrictions. The License granted hereunder is subject to all terms, conditions and restrictions set forth in this Agreement. Any violation or disregard of any of the terms, conditions or restrictions set forth herein shall be grounds for immediate revocation of the License, and cancellation of any or all Events, by the Director or his designated representative.

4. Purpose. The Licensed Space will be used for the following purpose (hereinafter called the "Event" or the "Events") and no other purpose:

Band Rehearsal
c/o Sails in Concert, Inc.

5. License Date and Time. LICENSEE shall have access to the use of the Licensed Space from **8:00 (a.m.)** until **11:59 (p.m.)** on **Monday, April 15, 2013** through **Wednesday, April 24, 2013.** LICENSEE's right of access is subject to satisfactory compliance with the terms of this Agreement.

6. Fee Terms.

6.1 Original Contract Sum and Original Contract Sum Deposit. LICENSEE agrees to pay LICENSOR at 7311 Decker Lane, in Austin, Travis County, Texas an original contract sum (the "Original Contract Sum") representing the total of all facility rental fees, equipment rental fees, custodial fees, and other fees in the amounts set forth and in accordance with the payment due dates specified in Exhibit "A." All prices shown on Exhibit "A" have been calculated in accordance with the Travis County Exposition Center Rate Schedule (the "Rate Schedule"), attached hereto as Exhibit "B" and incorporated herein for all purposes. A non-refundable deposit in an amount equal to twenty percent (20%) of the Original Contract Sum (the "Original Contract Sum Deposit") is due at the time this Agreement is signed by LICENSEE. The balance of the Original Contract Sum is due no later than thirty (30) days prior to commencement of the Event. In the event that LICENSEE cancels the Event for any reason other than breach of this Agreement by LICENSOR or fails to pay the balance of the Original Contract Sum in a timely manner, LICENSOR shall have the right to retain the Original Contract Sum Deposit as liquidated damages, and not as a penalty, for LICENSOR's rental costs.

7. Damages Deposit; Liability for Damages. LICENSOR shall not be obligated to grant LICENSEE access to the Licensed Space until LICENSEE posts with LICENSOR a damage and security deposit (the "Damages Deposit") in accordance with Exhibit "A." The Damages Deposit shall be in an amount equal to twenty percent (20%) of the total Facility Rental Fees, and shall be paid no later than one (1) day prior to commencement of the Event. LICENSOR shall be authorized to retain out of the Damages Deposit such amount as shall be necessary to pay the actual costs of repair or replacement of any and all damages sustained in or on the Center premises during or in connection with the Event. If no such damages are sustained, LICENSOR shall refund the Damages Deposit to LICENSEE within thirty (30) days following Event conclusion. If the Damages Deposit is insufficient to cover the total cost of damages, LICENSEE shall be liable for such excess and agrees to pay the amount of such excess upon demand. In the event it is not feasible to calculate the total cost of damages on the date of Event conclusion, LICENSOR shall calculate the amount of excess damages after that date and shall send LICENSEE an invoice showing such amount, which LICENSEE shall pay within thirty (30) days of receipt.

8. Insurance. LICENSEE, at its sole cost and expense, shall obtain liability insurance coverage for the time period during the Event providing the types of coverage, minimum limits of liability and covering itself and the additional insured(s) specified in Exhibit "C", attached hereto and incorporated herein for all purposes. An original, signed certificate of insurance meeting the requirements of this paragraph must be delivered to LICENSOR not later than TEN (10) days prior to commencement of the Event. Failure to timely comply with this requirement shall authorize LICENSOR to cancel this Agreement and to re-license use of the Licensed Space. The Director may accept a copy of a homeowner's insurance policy to substitute for the certificate described in Exhibit "C" if circumstances warrant.

9. Indemnity. Except for any matters over which LICENSOR retains ~~exclusive~~primary control during the Event, LICENSEE agrees to and shall indemnify, save and hold LICENSOR and the City of Austin harmless against all claims, demands, suits, costs and expenses, including reasonable attorney's fees, arising out of or in any way connected with staging of the Event, including, but not limited to, any property damage, personal injury or death sustained by anyone coming upon the Center premises as a result of or for the purpose of attending the Event.

10. Compliance with Laws, Rules and Regulations. LICENSEE and anyone coming upon the Center premises as a result of or for the purpose of attending the Event shall comply with all Federal, State, Travis County and City of Austin laws and ordinances, as well as all rules and regulations provided by LICENSOR to regulate behavior at the Center. LICENSEE and its patrons, customers, guests, employees and agents shall observe all posted signs on the Center premises at all time. Anyone who violates or persists in violating any such laws, ordinances, rules or regulations may, at LICENSOR's discretion, be removed from the Center premises.

10A. ADA Compliance. LICENSEE shall be solely responsible for apprising LICENSEE's Event staff (to include employees, agents and independent contractors of LICENSEE), in writing, of the location of all Americans with Disabilities Act ("ADA")-accessible routes in and around the Center premises, including without limitation the location of all ADA-accessible elevators in the Luedecke (Main) Arena or another Center premises and any temporary ADA-accessible routes created by legally-permissible alterations or modifications made to the Center premises by or on behalf of LICENSEE in order to facilitate LICENSEE's Event activities. LICENSEE has the affirmative obligation to ensure that LICENSEE's staff is fully informed of such ADA-accessible routes, and is able to provide such information to Event attendees (including Event participants) at all times during the Event. LICENSEE acknowledges that it is solely responsible for compliance with and accessibility under the ADA or state law for modifications or alterations made to the Center in order to facilitate LICENSEE's Event activities.

11. Dangerous Wild Animals. LICENSEE may not possess or permit others to possess a dangerous wild animal on the Center premises unless: (i) LICENSEE is also an Owner ("[a] person who owns, harbors or has custody or control of a dangerous wild animal"); and (ii) at least ten (10) days prior to commencement of the Event, the LICENSEE/Owner has provided LICENSOR with written approval from the City of Austin to possess a dangerous wild animal on the Center premises for purposes of the Event. "Dangerous Wild Animal" means an animal of a species defined as a "dangerous wild animal" in Subchapter E, Section 822.101, TEX. HEALTH & SAFETY CODE.

12. Licenses and Permits. Except as otherwise expressly provided herein, LICENSEE shall be responsible for providing all required taxes, excise or license fees required by any governmental authority to conduct the Event.

13. Concessions.

13.1 Food and Beverage Concessions. LICENSOR reserves ~~all~~no food and beverage concession rights.

13.2 Sales of Other Items. LICENSEE shall have the right to sell such items as programs, novelties and clothing as are approved in advance and in writing by LICENSOR. In no event shall LICENSEE be permitted to sell, or to offer for sale, any food or beverage item.

14. Food and Beverage Catering. LICENSOR reserves ~~all~~no food and beverage catering rights. LICENSEE reserves the right to cater all food and non-alcoholic beverages. ~~Neither LICENSEE nor any of its patrons or guests shall be allowed to bring food or beverages upon the Center premises except through a qualified caterer expressly approved by LICENSOR in writing and except pursuant to the terms and conditions set forth in the "Special Terms and Conditions" attached hereto as Exhibit "D" and incorporated herein for all purposes.~~ In no event shall LICENSEE's approved caterer be permitted to bring, offer or serve alcoholic beverages upon the Center premises.

15. Security. LICENSEE shall be solely responsible for providing a reasonable number of security personnel before, during and after the Event to help maintain order, to regulate traffic control, and/or to provide any other security functions that LICENSOR, in its sole discretion, determines to be necessary, to be paid by LICENSEE in accordance with Exhibit "D". The parties acknowledge and agree that LICENSOR shall not be responsible for the actions and safety of LICENSEE or any of LICENSEE's guests, patrons, or anyone else coming upon the Center premises as a result of the Event, including without limitation protecting such persons from injury or death and protecting LICENSEE's property or the property of such persons from loss or damage.

16. Additional Equipment, Services and Fees. LICENSOR shall provide only the additional equipment and/or services indicated on Exhibit "A." LICENSOR reserves

the right to require the use of any such additional equipment and/or services if and when LICENSOR ~~deems~~commercially reasonably determines that the safety of the Center and the public require the same. LICENSEE agrees to pay for any such additional equipment and/or services at the rates indicated on the Rate Schedule and in accordance with Exhibit "A".

17. Custodial Services. The Licensed Space shall be clean and orderly at the time LICENSEE is given access thereto. LICENSEE shall pay for custodial services at the rates indicated on the Rate Schedule and in accordance with Exhibit "A".

18. Parking Surcharge. ~~LICENSEE shall pay to LICENSOR one-third (1/3rd) of all parking charges, if any, collected by LICENSEE in connection with the Event, which LICENSEE shall pay upon Event conclusion.~~There shall not be any charge for parking.

19. Control of Facility and Right to Enter. In permitting LICENSEE to use the Licensed Space under the License granted hereunder, it is understood by the parties that LICENSOR does not relinquish the right to control the management thereof, and to enforce all necessary rules and regulations. Duly authorized representatives of LICENSOR may enter the Center premises, or any part thereof, at any time, and on any occasion without restrictions whatsoever by LICENSEE.

20. Defacement of Center. LICENSEE shall not injure, nor mar, nor in any manner deface the Center premises or any equipment contained thereon, and shall not cause or permit anything to be injured, marred or defaced. Without the express consent of LICENSOR, nothing shall be affixed to the building, furnishings or fixtures and no flammable materials may be brought on the Center premises unless the material is used in accordance with its intended use and unless the Director is notified in advance that such material will be brought on the Center premises. Pyrotechnics are prohibited at all times from the Center premises. No exceptions shall be made unless the Travis County Commissioners Court has expressly authorized such exception, in advance and in writing.

21. Occupancy Interruption. In the event that LICENSOR, due to conditions beyond its control, such as building damage caused by fire, flood, tornado, windstorm, vandalism, civil tumult, riots, or any other act over which LICENSOR has no control, should find it impossible to provide the Licensed Space as contracted herein, LICENSOR may cancel this Agreement and shall refund any prepaid charges to LICENSEE but shall have no other liability to LICENSEE on account of such cancellation.

22. Evacuation of Facility. Should it become necessary in the judgment of LICENSOR to evacuate the Center or the Center premises for life safety purposes or for other reasons of public safety, LICENSEE, at the sole discretion of the Director, will have the option of extending the duration of the License term for a period equal to the duration of the evacuation without additional charge, provided such time does not interfere with the rights or activities of another LICENSEE. If it is not possible to

complete presentation of the Event, all charges shall be prorated or adjusted at the discretion of the Director based on the situation. LICENSEE hereby waives any claim for damages or compensation from LICENSOR as a result of such evacuation.

23. Relationship of Parties. It is expressly understood that this Agreement is solely intended to create the relationship of independent contractors between LICENSOR and LICENSEE. LICENSOR shall exercise no supervision or control over the employees of LICENSEE or others in the service of LICENSEE, and LICENSOR shall provide no special services other than those specifically mentioned herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between LICENSOR and LICENSEE, or cause LICENSOR to be liable in any way for the debts and obligations of LICENSEE.

24. Non-Assignment. LICENSEE may not transfer or assign this Agreement nor sublease the Licensed Space nor allow use of the Licensed Space other than as herein specified without the express written consent of LICENSOR.

25. Place of Performance. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Travis County, Texas.

26. Television Coverage. ~~LICENSOR reserves the right to televise live coverage of the Event and to subsequently televise re plays of the Event, either in total or in excerpts, over Travis County Channel 17. LICENSOR may, through its Director, waive part or all of its rights pursuant to this paragraph 26 by written waiver as specified in Exhibit "D."~~There shall not be any televised or video coverage by any party, including but not limited to the Licensor, regarding the Event.

27. Compliance with Industry Public Entertainment Facilities Act. The parties agree that the provisions of Subchapter C of Chapter 108, Texas Alcoholic Beverage Code, which governs the statutory duties, rights, and relations among licensees and permittees operating under that subchapter, may apply to this Agreement. In accordance with Section 108.75 of Subchapter C, if applicable, the parties hereby affirm that neither party may engage in conduct prohibited by that subchapter.

28. Entire Agreement. This Agreement constitutes the entire agreement between LICENSOR and LICENSEE. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding.

LICENSEE:

Name: **Sails In Concert, Inc.**

By: ~~**Irwin Rennert**~~Rick Mozenter

Title: **Secretary**

Signature: _____

Date: _____

LICENSOR: TRAVIS COUNTY

By: **Roger A. El Khoury, M.S., P.E.**

Title: **Director, Facilities Management Department**

Signature: _____

Date: _____

Exhibit "A"

Travis County Exposition Center - Event Costing Schedule					
Customer:	~~*Irwin Rennert*~~*Rick Mozenter*			**Date of Event:**	
Event:	*Sails in Concert, Inc.*			*April 15-24, 2013*	
Item	**Details**	**Unit**	**Qty**	**Rate**	**Amount**
Facility Rental Fees	Luedecke Arena - Rental Period is 16 Hours	Day	**10**	$ 3,000.00	$ 30,000.00
	Luedecke Arena for Each Additional Hour	Hour		$ 100.00	$ -
	Luedecke Arena - Dressing Room	Day	**10**	$ 100.00	$ 1,000.00
	Skyline Club - Rental Period is Eight Hours	Day	**10**	$ 1,200.00	$ 12,000.00
	Skyline Club for Each Additional Hour	Hour		$ 100.00	$ -
	Banquet Hall - Rental Period is Eight Hours	Day		$ 1,800.00	$ -
	Banquet Hall for Each Additional Hour	Hour		$ 100.00	$ -
	Show Barn – Rental Period is 12 Hours	Day		$ 900.00	$ -
	Show Barn for Each Additional Hour	Hour		$ 50.00	$ -
	Outside Show Barn Equestrian Horse Arena	Day		$ 200.00	$ -
	All Grounds - Non-Concert Event	Day		$ 1,000.00	$ -
	Portion of the Grounds- Non-Concert Event	Day		$ 500.00	$ -
	All or portion of the Grounds - Concert Event	Day		$ 2,000.00	$ -
	Other	Day		$	$
	Total Facility Rental Fees				$ 43,000.00
Equipment Rental Fees	Tables	Each/Event		$ 6.00	$ -
	Chairs	Each/Event		$ 1.50	$ -
	Picnic Table	Each/Event		$ 10.00	
	Portable Bleachers	Each		$ 20.00	$ -
	Stalls	Each		$ 15.00	$ -
	Pens	Each		$ 2.00	$ -
	Cattle Ties	Each		$ 2.00	$ -
	50 stalls free if total stalls >100	Each		$ 15.00	$ -
	Other-20Beam Clamps per week	Each	**40**	$ -	$ 1,000.00
	Total Equipment Rental Fees				$ 1,000.00
Custodial Fees	Luedecke Arena	Day		$ 600.00	$ -
	Skyline Club	Day		$ 200.00	$ -
	Luedecke Arena Including Skyline	Day	**1**	$ 775.00	$ 775.00
	Luedecke Arena Dressing Rooms	Day	**1**	$ 75.00	$ 75.00
	Banquet Hall	Day		$ 200.00	$ -
	Grounds	Day		$ 260.00	$ -
	Show Barn - One-Day Horse Show Event	Day		$ 200.00	$ -

	Show Barn - Two-Day Horse Show Event	2-Day		$ 250.00	$ -
	Show Barn - Three-Day Horse Show Event	3-Day		$ 300.00	$ -
	Show Barn - All Events Except Horse Shows	Day		$ 200.00	$ -
	Custodial Services During Event per Custodian	Hour		$ 25.00	$ -
	Stall cleaning	Each		$ 5.00	$ -
	Total Custodial Fees				$ 850.00
Other Fees	HVAC - Luedecke Arena Minimum 8 Hours	Hour	**88**	$ 125.00	$ 11,000.00
	Forklift - with Driver	Hour		$ 35.00	$ -
	Moving and Placing Dirt	Hour		$ 200.00	$ -
	RV Parking with Hook-Ups	Each		$ 35.00	$ -
	RV Parking without Hook-Ups	Each		$ 20.00	$ -
	Electrical Hook-Ups for 110V duplex outlet	Each		$ 20.00	$ -
	Electrical Hook-Ups for 220V duplex outlet	Each		$ 25.00	$ -
	Water Connection	Each		$ 30.00	$ -
	Other	Each		$ -	$ -
	Total Other Fees				$ 11,000.00
ORIGINAL CONTRACT SUM					**$ 55,850.00**
DEPOSIT	Non-Refundable = Percent of Original Contract Sum	1		**20%**	**$ 11,170.00**
BALANCE	To Be Adjusted for Additional Services, If Applicable	2		**80%**	**$ 44,680.00**
DAMAGES DEPOSIT	Refundable = Percent of Facility Rental Fees	3		**20%**	**$ 8,600.00**
PARKING SURCHARGE	One-Third of Parking Fees Collected by Licensee	4			

1 = Due at the Time the License Agreement is Signed by Licensee
2 = Due 30 Days Prior to Commencement of Event
3 = Due One Day Prior to Commencement of Event
4 = Due upon Event Conclusion

Exhibit "B"

RATE SCHEDULE

A	**Luedecke Arena**
	Facility Rental Fees:
1	$3,000 per day – Rental Period is 16 hours
2	$100 per each additional hour
3	Dressing Room is $100 per day
4	Damages Deposit is $600 per Event
	Facility Equipment/Services Charges:
5	HVAC: $125 per hour (Event Duration Plus 2 hours)
	Custodial Fees:
6	Luedecke Arena Custodial Fee is $600 per day
7	Luedecke Arena (Including Skyline Club) Custodial Fee is $775 per day
8	Luedecke Arena dressing Rooms Custodial Fee is $75 per day
B	**Skyline Club (350 Maximum Occupancy)**
	Facility Rental Fees:
1	$1,200 per day – Rental Period is 8 hours
2	$100 for each additional hour
3	Damages Deposit is $240 per Event
	Facility Equipment/Services Charges:
4	Chairs and Tables included in base price
	Custodial Fees:
5	Skyline Club Custodial Fee is $200 per day
C	**Banquet Hall (1,000 Maximum Occupancy)**
	Facility Rental Fees:
1	$1,800 per day – Rental Period is 8 hours
2	$100 for each additional hour
3	Damages Deposit is $360
	Facility Equipment/Services Charges:
4	Table is $6.00 per each, per event
5	Chair is $1.50 per each, per event
	Custodial Fees:
6	Banquet Hall Custodial Fee is $200 per day
D	**Show Barn**
	Facility Rental Fees:
1	$900 per day – Rental Period is 12 hours
2	$50 for each additional hour

3	Damages Deposit is $180
	Facility Equipment/Services Charges:
4	Stall is $15 per each, per day (50 stalls free of charge if more than 100 stalls are rented)
5	Pen is $2.00 per head per day
6	Cattle tie is $2.00 per head per day
	Custodial Fees:
7	One-Day Horse Show Event = $200 (Restrooms, Office, Wash Rack, and Common Area)
8	Two-Day Horse Show Event = $250 (Restrooms, Office, Wash Rack, and Common Area)
9	Three-Day Horse Show Event = $300 (Restrooms, Office, Wash Rack, and Common Area)
10	All Events Except Horse Shows = $200 per day
11	Stall Cleaning = $5.00 per each
	Outside Show Barn Facility Rental Fees:
12	Equestrian Show Barn Arena Fee is $200 per day (includes indoor warm-up arenas)
E	**Grounds**
	Facility Rental Fees:
1	All Grounds, Non-Concert Event is $1,000 per day
2	Portion of the Grounds, Non-Concert Event is $500 per day
3	All or Portion of the Grounds, Concert Event is $2,000 per day
	Facility Equipment/Services Charges:
4	Parking Surcharge: one-third of parking charges collected by Licensee
	Custodial Fees:
5	Grounds Custodial Fee is $260 per day
F	**Additional Equipment and Services Charges**
1	Table is $6.00 per each, per event
2	Chair is $1.50 per each, per event
3	Picnic table is $10.00 per each, per event
4	Portable bleacher is $20 per each, per day
5	Forklift is $35 per hour with driver (one-hour minimum)
6	Moving and Placing Dirt work is $200 per hour
7	RV parking without hook-ups: $20 per night
8	RV parking with hook-ups: $35 per night
9	Electrical Hook-Ups is $20 for110-V duplex outlet per each connection (one-time charge)
10	Electrical Hook-Ups is $25 for 220-V duplex outlet per each connection (one-time charge)
11	Water connection is $30 per each connection (one-time charge)

12	Custodial Services during any events is $25 per hour per person
G	**Special Consideration**
1	15% reduction in facilities rental if all facilities are rented for one event
2	10% reduction in facilities rental for multiyear contracts

Exhibit "C"

INSURANCE COVERAGE REQUIREMENTS

11.1 LICENSEE LIABILITY INSURANCE

The License Agreement specifies those activities that may be permitted upon the Exposition Center premises. Depending on those activities, insurance protection may be required as outlined below. The type and amount of insurance required is shown below. Any questions concerning this insurance requirement should be directed to Travis County Risk Manager, 512-854-9499.

11.1.1 - If insurance is required, Licensee shall purchase and maintain such insurance, and shall likewise ensure that all of his Sub-Licensees purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from Licensee's operations under the License, whether such operations be by himself, by any Sub-Licensee, or by anyone directly or indirectly employed by anyone for whose acts any of them may be liable. If required by the License to provide liability insurance it shall be primary and the following shall be included in each policy's coverage:

1. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment or failure to offer employment, of such person by Licensee, or (2) by any other person;

2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

3. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any amusement ride or motorized vehicle for which admission or ticket purchase is required, or which is part of an organized event.

If Licensee or Sub-Licensee offers any type of alcoholic beverage on a complimentary or for-charge basis, the following endorsement is required:

4. Claims for damages because of liquor liability where Licensee or Sub-Licensee sells, provides as part of an organized event or allows consumption of alcoholic beverages in the Licensed Space. **If alcohol is to be sold by concessionaire only, this section may be waived and the License shall be considered as "no alcohol" for purposes of insurance requirements.**

5. Independent Licensees Contingent Liability

6. Personal Injury Liability including claims related to employment

7. Broad Form Property Damage Liability, or deletion of the "Care, Custody, and Control" exclusion
8. Liquor Liability Endorsement

9. Amusement Ride Endorsement

11.1.2 - The insurance required by subparagraph 11.1.1 shall include Lease Liability insurance applicable to Licensee's obligations under the License Agreement.

11.1.3 - Licensee shall not occupy the Licensed Space until Licensee has obtained all the insurance required hereunder and certificates of such insurance have been filed with Licensor at least ten (10) business days prior to commencement of the Event and Licensor has reviewed such certificates. Acceptance of the insurance certificates by Licensor shall not relieve or decrease the liability of Licensee. Licensee shall not change or modify the insurance coverage without prior notice to Licensor.

11.1.4 - Licensor shall be named as an additional insured on the policies.

11.2 LICENSES REQUIRING INSURANCE

11.2.1 - Unless otherwise provided in the License Agreement, Licensee shall provide and maintain, until the License expires or is terminated, the minimum insurance coverages in the following schedule. The minimum required limits may be achieved by purchasing an excess liability policy so long as such policy provides coverages at least as broad as the primary insurance.

1. Workers Compensation compliant with statutory requirements. Employer Liability for bodily injury or disease in the amount of $250,000 per occurrence with $500,000 aggregate limits. **(Required only if Licensee retains employees).**

2. Commercial General Liability Insurance - Minimum Limits:

Leased Facility	**Type Of Insurance**	**Per Occurrence**
Banquet Hall	Commercial General/Public Liability	$1,000,000
Skyline Club	Commercial General/Public Liability	$1,000,000
Arena and Skyline Club	Commercial General/Public Liability	$1,000,000
Arena (Vehicles Allowed)***	General and Auto Liability (see below)	$1,000,000
Show Barn (Vehicles Allowed)***	General and Auto Liability (see below)	$1,000,000
Outside Events	General Liability Insurance (see below)	$1,000,000

Outside Events (Amusement Rides)	General Liability Insurance (see below)	$10,000,000

***** Proof of Auto Liability must be presented at time of Licensed Event [CHARLIE AND RICK NEED TO BE SURE TO HAVE THE INSURANCE AVAILABLE.]**

Providing the above insurance does not release or limit Licensee from financial responsibility for bodily injury or property damage caused by the negligent acts of Licensee, Licensee's employees, volunteers or Sub-Licensees.

Exhibit "D"

Special Terms and Conditions

1. CONCESSIONS; FOOD & BEVERAGE CATERING:

(a) All food and beverage concessions are provided by G & M Catering. G & M Catering also offers catering services in designated areas of the Center, and will provide such services if requested by Licensee in advance. To discuss and schedule food and beverage catering provided by G & M, please contact:

G & M Catering
Phone: 512-929-8305
Fax: 512-929-8307
Website: www.gmcatering.com
Email:
misty@gmcatering.com OR
sara@gmcatering.com

(b) LICENSEE is permitted to hire outside caterers only as provided in Section 14 of this Agreement. Such permission may be granted only by the Director, in writing, and shall be subject to the terms and conditions set forth below:

[Set forth terms and conditions of outside catering activity here]

2. SECURITY

LICENSEE shall arrange for security personnel in accordance with Section 15 of this Agreement. The number and schedule of security officers must be approved by the Expo Center Director, or authorized County representative, prior to commencement of the Event. To schedule security, please contact

TCSO Off Duty Facilitator
Josie Matthias
Phone: 512-854-7271
Offduty@co.travis.tx.us

3. CONDITIONS and SPECIAL PROVISIONS

ALL tables and chairs must be rented from the EXPO Center for the rate shown in Exhibit B. If The event is required to have quantity of chairs that the EXPO does not have, then the Licensee will rent all the Expo Center chairs and tables and be allowed to rent the rest from outside. Expo staff will set up only the portion that are rented from the Expo center.

LICENSEE will not use tape, nails or tacks of any kind on the Expo Center walls, doors, floors, windows, or ceilings except with prior written consent of the LICENSOR.

LICENSEE shall not post or paint any signs at, on, or about the premises or paint the exterior walls of the building except with the prior written consent of the LICENSOR. LICENSOR shall have the right to remove any sign or signs in order to maintain the premises or to make any repairs or alterations thereto.

Item 27

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, February 26, 2013
Prepared By/Phone Number: Deece Eckstein, 854-9754
Elected/Appointed Official/Dept. Head: Deece Eckstein, 854-9754
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

AT 11:00 A.M.:
CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING:

A. UPDATE ON LEGISLATIVE ACTIVITIES;
B. REQUEST FROM SHERIFF'S OFFICE TO EXPAND AUTHORITY TO ENFORCE COMMERCIAL MOTOR VEHICLE LAWS;
C. HOUSE BILL 958, RELATING TO THE ANNUAL INTEREST RATE OF THE TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM;
D. STATE PARTICIPATION IN THE EXPANSION OF THE MEDICAID PROGRAM; AND,
E. ADDITIONS TO THE PRIORITIES, POLICY POSITIONS AND THE POSITIONS ON OTHER PROPOSALS SECTIONS OF THE TRAVIS COUNTY LEGISLATIVE AGENDA.

SUMMARY AND IGR COORDINATOR RECOMMENDATION:
IGR recommends that the Court:

1. Adopt the draft resolution in opposition to House Bill 598; and,
2. Modify the Travis County Legislative Agenda as recommended.

BACKGROUND:

1. February 26 marks the beginning of the eighth week of the legislative session. As of last Thursday, 2,353 bills and joint resolutions have been filed. Your IGR Office is tracking 636 of them and key County policy staffers have already provided 627 analyses through the ATLAS system. A spreadsheet detailing these figures is enclosed.

2. The Court's efforts to raise the visibility of the LIRAP and LIP diversions seem to be bearing fruit. In response to the letter the Court sent to Representative Drew Darby on February 12, Representative Paul Workman last Monday sent his own letter to Representative Darby. It is attached. We continue to work with our delegation, other legislators, and our colleagues in TAC and the CUC on this important issue.

3. Committee meetings have started in earnest. A schedule of the standing committee meetings times for both the Senate and the House is enclosed.

ISSUES AND OPPORTUNITIES:

4. The Travis County Sheriff's Office seeks permissive authority to enforce certain federal laws and regulations regarding commercial motor vehicles. This would require a change in state law. The Sheriff's Office asks the Court to support such changes and to add passage of such legislation to the County's legislative priorities. Major Phyllis Clair, Deputy Jessie Tippie, and Planner Julie Cullen will be available to answer any questions.

5. House Bill 958 (Attachment A), by Representative Rob Orr, would lower the interest crediting rate on Texas County and District Retirement System (TCDRS) funds. IGR recommends that the Commissioners Court adopt the attached resolution in opposition to HB 958, and direct the legislative team to convey its opposition to the Legislature. Amy Bishop, TCDRS Deputy Director, and Tom Harrison, TCDRS General Counsel, will be available to answer questions.

6. The Legislature is considering whether Texas should participate in the expansion of Medicaid coverage included in Patient Protection and Affordable Care Act of 2010. IGR recommends that the Court encourage the State to participate in the program. Central Health, our healthcare district, and Travis County Health and Human Services and Veterans Services, join in that recommendation. Trish Young Brown, the CEO of Central Health, will be available to answer questions.

7. Last week, the Court adopted several amendments to the Legislative Agenda. An updated document integrating those changes is attached.

8. IGR recommends the following change to the Travis County Legislative Agenda:
   Add the following to the Health & Human Services subsection of the Policy Positions section:
   Support legislation and budgeting decisions to include Texas in the Medicaid expansion program.

FISCAL IMPACT AND SOURCE OF FUNDING: Not applicable.

REQUIRED AUTHORIZATIONS: None.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

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ATTACHMENTS:

A. Bill Status Report, February 21, 2013.
B. Standing Committee meeting schedules for the Texas Senate and House of Representatives, 83rd Texas Legislature.
C. Legislative Proposal Memo on expansion of Sheriff's Office enforcement authority, February 21, 2013.
D. Legislative Proposal Memo on House Bill 958, February 21, 2013.
E. Legislative Proposal Memo on Medicaid program expansion in Texas, February 21, 2013.
F. Travis County Legislative Agenda, as amended through February 12, 2013.

AS OF	WEEK	1	2	3	4	5	6	7	8	9	10
THURSDAY		10-Jan	17-Jan	24-Jan	31-Jan	7-Feb	14-Feb	21-Feb	28-Feb	7-Mar	14-Mar
	HBs	446	550	686	845	1,035	1,282	1,582			
	HJRs	39	43	44	51	58	63	72			
	SBs	149	162	209	268	386	528	669			
	SJRs	11	13	16	20	22	29	30			
TOTAL	BILLS	645	768	955	1,184	1,501	1,902	2,353			
TRAVIS COUNTY											
	TRACKED	167	281	305	368	474	551	636			
	ANALYSES	109	137	281	346	430	485	627			
	SUPPORT	0	0	0	0	0	0	0			
	OPPOSE	0	0	0	0	1	1	1			

AS OF	WEEK	11	12	13	14	15	16	17	18	19	20
THURSDAY		21-Mar	28-Mar	4-Apr	11-Apr	18-Apr	25-Apr	2-May	9-May	16-May	23-May
	HBs										
	HJRs										
	SBs										
	SJRs										
TOTAL	BILLS										
TRAVIS COUNTY											
	TRACKED										
	ANALYSES										
	SUPPORT										
	OPPOSE										

83RD LEGISLATURE
SENATE COMMITTEE SCHEDULE

TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
8:00 A.M.	**State Affairs**** Senate Chamber	**Government Organization** Betty King Cmte. Room **Business & Commerce** E1.016	**Economic** Development** Senate Chamber **Transportation**** E1.016	**State Affairs**** Senate Chamber
8:30 A.M.		**Education**** E1.028		**Education**** E1.028
9:00 A.M.	**Finance***** E1.036	**HHS**** Senate Chamber **Natural Resources**** E1.012	**Higher Education**** E1.012	**Natural Resources**** E1.012 **HHS**** E1.016
9:30 A.M.			**IGR**** - E1.028	
11:00 A.M. or upon adj.	**Nominations**** E1.016			**Finance**** E1.036
1:30 P.M. or upon adj.	**Open Government** Betty King Cmte. Room **Agriculture & Rural Affairs** E1.012	**Jurisprudence** Betty King Cmte. Room **Criminal Justice** E1.016	**Veteran Affairs & Military Installations** Betty King Cmte. Room	

*Administration will meet at the discretion of the Chair.
**These committees will continue meeting in the afternoon as necessary.
***Regular bill hearing only. Thursday will serve as a back up for bill hearings, if necessary.

HOUSE COMMITTEE SCHEDULE

83rd Legislature - Regular Session

Effective Monday, February 04, 2013

MONDAY

7:00 AM	
Appropriations	E1.030
2:00 PM or upon adjournment	
Elections	E2.028
Government Efficiency & Reform	E1.026
International Trade & Intergovernmental Affairs	E1.014
Investments & Financial Services	E2.030
Judiciary & Civil Jurisprudence	E2.012
Land & Resource Management	E2.016
Pensions	E2.026
Technology	E2.010
Ways & Means	E2.014
4:00 PM or upon adjournment	
Local & Consent Calendars	E2.020

TUESDAY

8:00 AM	
Natural Resources	E2.010
Transportation	E2.012
10:30 AM or upon adjournment	
Criminal Jurisprudence	E2.016
Environmental Regulation	E1.026
Human Services	E2.030
Rules & Resolutions	Agricultural Museum, 1W.14
2:00 PM or upon adjournment	
Business & Industry	E2.014
Insurance	E2.026
Licensing & Administrative Procedures	E1.010
Public Education	E2.036

The Select Committee on Transparency in State Agency Operations will meet at the discretion of the Co-Chairs.

HOUSE COMMITTEE SCHEDULE

83rd Legislature - Regular Session

Effective Monday, February 04, 2013

WEDNESDAY

8:00 AM

Agriculture & Livestock	E1.010
Public Health	E2.012
Special Purpose Districts	E2.014

10:30 AM or upon adjournment

State Affairs	JHR 140
Urban Affairs	E2.016

2:00 PM or upon adjournment

Corrections	E2.010
Culture, Recreation & Tourism	E2.026
Energy Resources	JHR 120
Federalism & Fiscal Responsibility, Select	E2.036
Higher Education	E1.014

THURSDAY

8:00 AM

Defense & Veterans' Affairs	E2.012
Economic & Small Business Development	E2.014
General Investigating & Ethics	E1.010
Homeland Security & Public Safety	E2.010

10:30 AM or upon adjournment

County Affairs	E2.016
Criminal Procedure Reform, Select	E2.028
Redistricting	E2.026

The Select Committee on Transparency in State Agency Operations will meet at the discretion of the Co-Chairs.

Intergovernmental Relations

Deece Eckstein, Coordinator

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TO: **Travis County Commissioners Court**

THROUGH: Deece Eckstein, Coordinator, Intergovernmental Relations

DATE: Thursday, February 21, 2013 for Tuesday, February 26, 2013

RE: **Expansion of Sheriff's Office authority to regulate commercial motor vehicles**

SUGGESTED MOTION

Summary and IGR Coordinator Recommendation

The Travis County Sheriff's Office seeks permissive authority to enforce certain federal laws and regulations regarding commercial motor vehicles. This would require a change in state law. The Sheriff's Office asks the Court to support such changes and to add passage of such legislation to the County's legislative priorities.

Background

Commercial motor vehicles include 18-wheelers, buses, and other large, heavy vehicles operate in the stream of commerce. Commercial motor vehicles, or CMVs, are regulated by both federal and state laws and regulations.

The Texas Transportation Code[1] authorizes certain local law enforcement agencies to enforce federal rules and regulations, provided that the law enforcement officers have been trained and certified in those rules and regulations. Most of the enforcement authority has been granted to police departments, although sheriffs and deputy sheriffs in counties on the Mexican border or with populations greater than 2.2 million people (Harris and Dallas) also have such authority.[2]

---

1 TEXAS TRANS. CODE, Chapter 644.

2 TEXAS TRANS. CODE, SECTION 644.101(C).

The Travis County Sheriff's Office believes having such authority within the County would enhance traffic safety and increase the efficiency of the Sheriff's Office operations. Federal law enforcement grants are available to support enforcement activities, subject to limitations in state law.[3]

Issues and Opportunities
An explanation of the Sheriff's Office rationale for seeking this authority is attached.

Budgetary and Fiscal Impact
The Sheriff's Office has assured PBO that the expansion of authority contemplated by this change in law could be accomplished within existing resources.

ATTACHMENTS
A. Travis County Sheriff's Office, "Information Data," February 21, 2013.

CC: The Honorable Greg Hamilton, Travis County Sheriff
Jim Sylvester, Chief Deputy Sheriff, Travis County Sheriff's Office
Major Phyllis Clair, Travis County Sheriff's Office
Julie Cullen, Travis County Sheriff's Office

[3] TEX. TRANS. CODE, Section 644.102.

Information Data

The Travis County Sheriff's Office (TCSO) is requesting modification to the wording of the Texas Transportation Code Section 644.101 (c). This section establishes the criteria for the eligibility of a County to enforce the regulations for Commercial Motor Vehicles (CMV) set forth by the US Department of Transportation (USOT) - Federal Motor Carrier Safety Administration (FMCSA).

- Current: Section 644.101 (c) a sheriff or deputy sheriff of a county bordering the United Mexican States or of a county with a population of 2.2 million or more is eligible to apply for certification under this section.

- Proposed Changes: Section 644.101 (c) a sheriff or deputy sheriff of a county bordering the United Mexican States or of a county with a population of ~~**2.2**~~ **(1) million** or more is eligible to apply for certification under this section.

The requested change will lower the population requirement from 2.2 to 1 million. This will allow Travis County, and 2 additional counties, to become eligible for certification.

Why does TCSO want this change?

It has been noted that there were over 945,000 vehicles registered in Travis County in 2012, coupled with an estimated 659 active trucking/commercial motor vehicle companies and pass-thru traffic, roadways throughout Travis County have become extremely congested. Because of this high concentration of cars mixed with CMV within our jurisdiction, TCSO would like to expand its capabilities in enforcing both the state and federal CMV regulations, in order to protect the safety and lives of its citizens, protect the conditions of the roadway infrastructure, as well as becoming self-sufficient in the enforcement of all CMV regulations.

What will the changes do?

TCSO is currently only able to ticket for state CMV violations, which only allows a deputy to cite a vehicle on size, weight, markings, limited equipment and registration violations. By expanding TCSO's enforcement capabilities, deputies would not only be able to ticket an unsafe CMV, but they would have the ability to render a vehicle out-of-service pending repair or correction, if the deputy deems the vehicle to be a hazard to public safety or the roadways.

TCSO deputies are dependent upon calling other certified law enforcement agencies for the enforcement or removal of unsafe CMV. The primary certified agencies that TCSO utilizes for assistance are: Austin Police Department (APD), Pflugerville Police Department (PPD), and Texas Department of Public Safety (DPS). However, these agencies are not always available for assistance or able to assist in a timely manner. This dependency is an inefficient use of both time and taxpayer funds in a situation that should be able to be handled by a single deputy. This change would allow TCSO to become self-sufficient in the enforcement of CMV regulations.

Who would this change affect/benefit?

By lowering the population criteria, three additional county sheriff's offices would be eligible to obtain certification to enforce federal CMV regulations. These counties are Tarrant, Bexar and Travis Counties. This change will affect the law enforcement agencies assigned to enforcing the regulations governing commercial motor vehicles within these three counties, as well as benefit the safety of the general

driving public and the trucking industry. TCSO is already actively enforcing the state CMV regulations, but is dependent upon DPS, APD or PPD in order to enforce the more stringent federal regulations and guidelines. A direct benefit for TCSO would be the cost savings associated with a more efficient use of the deputies time, versus incurring the costs associated with down/wait times. There will also be uniformed inspections procedures, violation reporting and reporting systems which allow for officer efficiency. Outside agencies assisting TCSO would see similar benefits by not having to send an officer to assist with a violation that could be handled by one deputy, as well as the uniformed reporting.

DATA SHEET

Travis County - Commercial Vehicle Crash Data

	Fatalities		Serious Injuries		Other Injuries		Non-Injuries	Unknown Severity	Total Crashes
	Crashes	Actual	Crashes	Actual	Crashes	Actual	Crashes	Crashes	
2011	6	7	108	154	113	210	266	3	496
2010	5	5	118	168	105	200	309	4	541
2009	5	5	94	135	112	190	332	11	554

Travis County – All Vehicle Crash Data

	Fatalities		Serious Injuries		Other Injuries		Non-Injuries	Unknown Severity	Total Crashes
	Crashes	Actual	Crashes	Actual	Crashes	Actual	Crashes	Crashes	
2011	73	84	3695	4985	3277	5519	6599	469	14113
2010	75	82	3577	4921	3078	5457	6906	460	14096
2009	92	95	3206	4250	3823	6173	6173	7381	15241

Trucking Companies (within Travis County)

Number	**Status**
659	Active
16	Active – No Insurance
2	Dismissed
299	Expired
596	Revoked
65	Transitional
22	Incomplete

DATA SHEET
Comparisons

Fatalities

	CMV		All		Percentage	
	Crashes	**Actual**	**Crashes**	**Actual**	**Crashes**	**Actual**
2011	6	7	73	84	8.22%	8.33%
2010	5	5	75	82	6.67%	6.10%
2009	5	5	92	95	5.43%	5.26%

* In 2011, 8.33% of the motor vehicles fatalities involved a commercial motor vehicle.
* There has been a steady increase in the percentage of fatalities involving CMV over the last 3 years.

Serious Injuries

	CMV		All		Percentage	
	Crashes	**Actual**	**Crashes**	**Actual**	**Crashes**	**Actual**
2011	108	154	3695	4985	2.92%	3.09%
2010	118	168	3577	4921	3.30%	3.41%
2009	94	135	3206	4250	2.93%	3.18%

Other Injuries

	CMV		All		Percentage	
	Crashes	**Actual**	**Crashes**	**Actual**	**Crashes**	**Actual**
2011	113	210	3277	5519	3.45%	3.81%
2010	105	200	3078	5457	3.41%	3.67%
2009	112	190	3823	6173	2.93%	3.08%

* There has been a steady increase in the percentage of other injuries involving CMV over the last 3 years.

All Crashes within Travis County

	CMV	All	Percentage
	Crashes within Travis County		
2011	496	14113	3.51%
2010	541	14096	3.84%
2009	554	15241	3.63%

Exhibit A









Travis County Sheriff's Office could only ticket for:

State Violation

- Over width without permit
- Defective safety chains
- No Operating Authority

Federal Violations:

- No Hazardous Material Placards (Out of Service) C.F.R. [385.13(a)(1)]
- No Hazmat Endorsement (Out of Service) [383.23(a)(2)/391.11(b)(5)]
- No Operating Authority (Out of Service) [392.9(a)]
- Tire/Wheel Clearance (Out of Service)[396.3(a)(1)]
- Oil/Grease Leaks/Engine (Out of Service) [393.209(e)
- Defective or No Stop/Signal Lights (Out of Service) [393.9]
- TCSO called for DPS assistance & the vehicle was cited or placed out of service

Exhibit B









Travis County Sheriff's Office could only ticket for:

State Violation:

- Unsafe Speed
- Expired CMV Inspection-Truck

Federal Violations:

- Defective Brakes (Out of Service) C.F.R. [396.3(a)(1)]
- Mis-Matched Slack Adjusters (Brake Violation) [393.47]
- Fail to Repair/Maintain Any CMV Subject to Driver's Control
- Power Steering Fluid Leak [393.209(e)]
- Frame Accessories Not Bolted/Riveted Securely [393.201(d)]
- Damaged/Discolored Windshield [393.60(c)]
- Defective Windshield Washing System [393.78]

Exhibit C

Examples of Other Violations

TCSO can cite but cannot put a vehicle out of service

1)  Cracked/Broken frame member/axle spring assembly [393.207(a)]

2)  Cracked lower spring clip/spring assembly [393.207(c)]

3)  Broken rear spring bracket [393.207(c)]

4)  Worn tires/defective tire – visible belt material [393.75 (a)]

5)  Hole in air bag/deflated air suspension (i.e. system failure, leak, etc.) [393.207 (f)]

Critical Vehicle Inspection Items

- Brake Systems
- Coupling Devices
- Exhaust Systems
- Frames
- Fuel Systems
- Lighting Devices (Headlamps, Tail Lamps, Stop Lamps, Turn Signals and Lamps/Flags on Projecting Loads)
- Securement of Cargo
- Steering Mechanisms
- Suspensions
- Tires
- Van and Open-Top Trailer Bodies
- Wheels, Rims and Hubs
- Windshield Wipers
- Emergency Exits and/or Electrical Cables and Systems in Engine and Battery Compartments (Buses)

Definitions and Regulations

CMV – Commercial motor vehicle (CMV) means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle—

(1) Has a gross combination weight rating or gross combination weight of 11,794 kilograms or more (26,001 pounds or more), whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 4,536 kilograms (10,000 pounds), whichever is greater; or

(2) Has a gross vehicle weight rating or gross vehicle weight of 11,794 or more kilograms (26,001 pounds or more), whichever is greater; or

(3) Is designed to transport 16 or more passengers, including the driver; or

(4) Is of any size and is used in the transportation of hazardous materials as defined in this section.

** Federal Motor Carrier Safety Administration – All Regulations Part 383.5

FMCSA – Federal Motor Carrier Safety Administration

TCSO – Travis County Sheriff's Office

Intergovernmental Relations

Deece Eckstein, Coordinator

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TO: **Travis County Commissioners Court**

THROUGH: Deece Eckstein, Coordinator, Intergovernmental Relations

DATE: (Thursday, February 21 for) Tuesday, February 26, 2013

RE: **H.B. 958 -- Relating to the annual interest rate of the Texas County and District Retirement System**

SUGGESTED MOTION

That the Travis County Commissioners Court adopt the attached resolution in opposition to House Bill 958, and direct its legislative team to convey that opposition to the Legislature.

Summary and IGR Coordinator Recommendation

House Bill 958 (Attachment A), by Representative Rob Orr, would lower the interest crediting rate on Texas County and District Retirement System (TCDRS) funds, including the annuity reserve fund, which is used to pay monthly benefits to current retirees. Over time, this would deplete the fund, forcing TCDRS to either reduce benefits for retirees, increase costs for counties, or both.

IGR recommends that the Commissioners Court adopt the attached resolution (Attachment B) in opposition to HB 958, and direct the legislative team to convey its opposition to the Legislature.

Background

The Texas Legislature created TCDRS in 1967. TCDRS serves 252 of Texas's 254 counties and also serves 389 diverse districts – for example, water districts, hospital districts, appraisal districts, and emergency services districts. Currently, TCDRS provides retirement, disability and survivor benefits for more than 228,000 Texans. In 2012, TCDRS paid an estimated $871 million in benefits to retirees and former members.

HB 958 would lower the interest crediting rate on TCDRS funds from seven percent (7%) to five percent (5%). This would have an immediate impact on TCDRS operations

and, over time, affect the level of benefits to current and future retirees. An analysis of HB 958 prepared by TCDRS is included as Attachment C.

This particularly affects Travis County retirees because our employees already contribute at the highest contribution rate (7%), and the County already matches at two and a quarter to one, which is close to the maximum rates statutorily allowed. This means that Travis County would have no mechanism to adjust employee contributions or employer match to compensate for the reduction in benefits imposed by HB 958. A county that was at the lower end of the employee contribution and employer match rates, for example 4% employee contribution and one to one employer match, could adjust their employee contribution rate and employer match rate upward in order to keep retiree benefits about the same – an option that would not available to Travis County.

Issues and Opportunities

TCDRS argues that it is unlike other retirement systems in important ways:

1) TCDRS benefits are savings based. Members – and their employer counties and districts – contribute to their retirement over the length of their careers. Benefits at retirement are based on each employee's account balance and employer matching, not on a final salary and length of service algorithm.
2) TCDRS receives no money from the State, although there is significant State oversight of its operations. Its independent, nine-member board is comprised of system members and retirees appointed by the governor and confirmed by the Texas Senate.
3) Participating employers must pay 100% of their required contributions every year. This ensures that the necessary funds will be there when needed. In comparison, less than two-thirds of other public pension plans receive 90% or more of their employer contributions every year.
4) Counties and other participating employers have flexibility and local control over benefits. Employers can choose benefit levels to meet their needs and budgets. This level of flexibility is not standard in most traditional retirement plans, making it difficult or impossible for employers to lower costs when needed.

During the legislative interim, there was considerable discussion of the need for pension reform. In December, however, the Comptroller issued a report finding that TCDRS had a system-wide funded ratio of 89 percent, which was very healthy. A news article about that report is included as Attachment D.

Already, several commissioners courts around the state have adopted resolutions or orders opposing HB 958. An example from Comal County is included as Attachment E.

ATTACHMENTS

A. 83rd Texas Legislature, House Bill 958, filed February 5, 2013.
B. DRAFT resolution in opposition to House Bill 958
C. Texas County and District Retirement System, "TCDRS bill analysis of HB 958," February 2013.
D. *Austin American-Statesman*, "Combs calls for 'tweaks' to improve pension oversight, transparency," December 5, 2012.
E. Comal County Commissioners Court, "Res 2013-06 Strongly Opposing the Passage of HB 958 TCDRS Interest Credit Reduction 7 to 5%," February 14, 2013.

CC: Leslie Browder, County Executive for Planning and Budget
Leroy Nellis, Budget Director Emeritus
Tom Harrison, Deputy Director and General Counsel, TCDRS
Ann McGeehan, Assistant General Counsel, TCDRS

83R1120 DDT-D

By: Orr H.B. No. 958

A BILL TO BE ENTITLED

AN ACT

relating to the annual interest rate of the Texas County and District Retirement System.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 845.314, Government Code, is amended to read as follows:

Sec. 845.314. INTEREST RATES. Unless this subtitle expressly states another specified rate of interest, for periods beginning after December 31, 2013 [~~1996~~], the annual rate of interest is five [~~seven~~] percent.

SECTION 2. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2013.

WHEREAS, Travis County is a member of the Texas County and District Retirement System, through which it funds the pension program for over 4,700 employees and living retirees; and,

WHEREAS, the TCDRS is a well-managed, financially and actuarially sound system that, at nearly 90% funded, is in the top 20% of public retirement systems in the country; and,

WHEREAS, employee and employer contributions to TCDRS are made on a pre-funded basis each year, virtually eliminating the risk of unfunded liabilities; and,

WHEREAS, retiree benefits in TCDRS are based on the retiree's final savings balance and employer matching, rather than the traditional "last three years" calculation, thus eliminating unanticipated increases; and,

WHEREAS, counties participating in the TCDRS system are able to adjust benefit levels to meet their needs and budget requirements, a level of flexibility not found in most traditional plans; and,

WHEREAS, HB 958, which would reduce the interest crediting rate on all TCDRS funds from 7% to 5%, has been filed during the 83rd Texas Legislative Session; and,

WHEREAS, TCDRS is the only statewide plan in which reducing the interest rate significantly impacts retiree benefits; and,

WHEREAS, TCDRS counties and districts currently have local control to select benefits and costs based on their workforce needs and budget, and,

WHEREAS, the passage of HB 958 would significantly reduce TCDRS retiree benefits; now therefore,

BE IT RESOLVED that the Travis County Commissioners Court urges the Texas Legislature to oppose legislation that would endanger the actuarial soundness, solvency or sustainability of the TCDRS; and,

BE IT FURTHER RESOLVED that the Travis County Commissioners Court expresses its opposition to House Bill 958, and wishes to communicate that opposition to members of the Travis County delegation and to the entire Legislature.

_____

SAMUEL T. BISCOE
COUNTY JUDGE

RON DAVIS COMMISSIONER, PCT. 1	SARAH ECKHARDT COMMISSIONER, PCT. 2
GERALD DAUGHERTY COMMISSIONER, PCT. 3	MARGARET J. GÓMEZ COMMISSIONER, PCT. 4

TCDRS bill analysis of HB 958

Filed by Rep. Rob Orr (R-Burleson), HB 958 reduces the interest crediting rate on all TCDRS funds from 7% to 5%, which would significantly reduce benefits and employer costs for all TCDRS plans.

Specifically, this bill lowers the interest crediting on the system's annuity reserve fund, which is used to pay monthly benefits to current retirees. This fund needs to be credited with 7% annual interest to be sufficiently funded. HB 958 reduces this crediting to 5%. As a result, HB 958 would cause the annuity reserve fund to eventually run out of money. To get things back in balance there would need to be an across-the-board reduction in benefits to retirees, an extra charge to employers to fund the shortfall or a combination of both.

In addition, the bill lowers the interest crediting on employee accounts from 7% to 5%. TCDRS is a savings-based or cash-balance plan. This means members are saving for their own retirement over the length of their careers. Benefits are based on the total final employee savings balance (deposits and interest) and employer matching. In contrast, benefits in traditional pension plans are based on a final average salary calculation and length of career.

TCDRS is the only statewide plan in which reducing the interest rate on employee accounts significantly impacts retiree benefits. Teacher Retirement System (TRS) and Employees Retirement System (ERS) benefits are based on final salary before retirement. For most plans at Texas Municipal Retirement System (TMRS), there is a component of the benefit based on the final salary in addition to the cash-balance component. Thus, for these other statewide systems, changes to the interest rate do not impact retiree benefits (or may not impact retiree benefits, in the case of TMRS).

For an example of how the interest rate reduction might affect an individual, consider a new employee enrolled in a TCDRS plan with a 200% employer match and a 7% employee deposit rate. The interest rate on the employee's deposits is 5%. This employee works 20 years and then retires.

- The benefit for this employee would be reduced by approximately 17% compared to the benefit this employee would receive with a 7% interest rate.
- The cost for the employer to provide this benefit would also be reduced by 17%.

Keep in mind, this is an average example. The impact on actual individuals would vary based on their circumstances. For example, an employee who is close to retirement may not be impacted as much as an employee who has many years before retirement. Similarly, the impact on employers' total plan costs would vary based on plan experience and demographics.

Employers currently have local control to select benefits and costs based on their workforce needs and budget. Employers may reduce benefits and costs by reducing the amount employees are saving toward retirement (the employee deposit rate) or by reducing the employer matching rate. In order to achieve the same result without adjusting the interest rate, the employer in the example above could reduce the

employer matching rate from 200% match to 150% match. This would ultimately result in the same 17% reduction in the benefit and cost.

We continue to analyze the impact of this bill on system funds and to look at the complexity of such a change. We will keep you updated as we have more information.

Austin American-Statesman

Updated: 5:10 p.m. Tuesday, Dec. 4, 2012 | Posted: 4:30 p.m. Tuesday, Dec. 4, 2012

PUBLIC PENSIONS

Combs calls for ‘tweaks’ to improve pension oversight, transparency

No sign that public pension overhaul in the offing at Legislature.



Jay Janner

Texas Comptroller Susan Combs on Tuesday released a pension report, the fourth in a series on government debt and taxes.

By Kate Alexander

American-Statesman Staff

A conservative push to overhaul Texas’ public pensions appears to have fizzled, if comments from state Comptroller Susan Combs on Tuesday are any indication.

“Stability-wise, we’re actually in pretty doggone good shape,” Combs said of Texas’ major statewide public pension plans as she released a report that called for “tweaks” to improve transparency and oversight.

Combs, a Republican who is eyeing a run for lieutenant governor in 2014, said she would remain “agnostic” on whether the public pensions should be converted to retirement plans akin to the 401(k) most common in the private sector.

Conservative groups such as the Texas Public Policy Foundation have been advocating for such a change. They have pointed to troubles in other states, such as Illinois and California, as an indication that pension funds in general aren’t sustainable.

Talmadge Heflin, director of the foundation's Center for Fiscal Policy, said Combs' recommendations for greater transparency and more oversight authority for the Pension Review Board could be a "precursor to an overhaul."

"The public would get a look at what is inside the pension systems that are out there," Heflin said. "That then would help the public and the legislators to have a greater understanding of the potential problems that are out there."

But Heflin acknowledged that an overhaul is a long-term goal and isn't likely to happen when legislators return in January.

"You have to be realistic," Heflin said. "We still believe that reform needs to take place. … You take it a step at a time."

Texas' major plans — the Teacher Retirement System of Texas and the Employees Retirement System of Texas — don't have enough assets to covers their future obligations, largely because of their investment returns during the economic collapse. But the funds' assets do exceed the 80 percent threshold experts say is needed for a plan to be healthy.

Combs said there are some indications that some local plans, particularly in Houston, have funding troubles.

"A California-style problem could one day be in the cards for some cities, which has the effect of exerting downward pressure on other parts of your local budget, which, of course, ultimately affects you, the taxpayers," Combs said at a news conference.

Max Patterson, executive director of the Texas Association of Public Employees Retirement Systems, said he has been hearing from elected officials that they have confidence in the pension systems across the state and they aren't inclined to push for a wholesale conversion to the 401(k)-type system.

"I think that push has come from … a handful of isolated, individual groups that have their own cause and their own belief," Patterson said.

The pension report released Tuesday was the fourth and final installment in a series called "Texas, It's Your Money," in which Combs' office has looked at local government debt and taxes. She has called for legislation that would require local governments to provide more information to voters during bond elections as well as other transparency measures.

She noted that some local governments were resistant or weren't responsive to releasing details about their finances.

"If it's hard for us to find out, it's really hard for the average citizen," Combs said.

RESOLUTION #2013-06

STATE OF TEXAS	§	**IN THE COMMISSIONERS COURT**
COUNTY OF COMAL	§	

STRONGLY OPPOSING THE PASSAGE OF HB 958 WHICH PROPOSES TO REDUCE THE INTEREST CREDITING RATE ON ALL TCDRS FUNDS FROM 7% TO 5%

WHEREAS, the Texas Legislature created the Texas County and District Retirement System ("TCDRS") in 1967; and

WHEREAS, TCDRS partners with Texas counties and districts to provide retirement, disability and survivor benefits to more than 225,000 Texas county and district employees; and

WHEREAS, TCDRS is governed by the Texas Legislature and overseen by an independent board of trustees; and

WHEREAS, TCDRS receives no state funding as each plan is funded independently by each county or district; and

WHEREAS, HB 958, which would reduce the interest crediting rate on all TCDRS funds from 7% to 5%, has been filed during the 83rd Texas Legislative Session; and

WHEREAS, TCDRS is the only statewide plan in which reducing the interest rate significantly impacts retiree benefits; and

WHEREAS, TCDRS counties and districts currently have local control to select benefits and costs based on their workforce needs and budget, and

WHEREAS, the passage of HB 958 would have an adverse effect on TCDRS retiree benefits.

NOW, THEREFORE, BE IT RESOLVED THAT the Commissioners Court of Comal County, Texas, does hereby declare its strong opposition to any effort of the Texas Legislature to pass legislation that reduces the interest crediting rate on TCDRS funds.

BE IT FURTHER RESOLVED THAT the Commissioners Court of Comal County, Texas, urges the Texas Legislature to reject HB 958 in its entirety.

RESOLVED THIS 14TH DAY OF FEBRUARY, 2013.

ABSENT
SHERMAN KRAUSE, COUNTY JUDGE

DONNA ECCLESTON
COUNTY COMMISSIONER, PCT. #1

ABSENT
SCOTT HAAG
COUNTY COMMISSIONER, PCT. #2

KEVIN WEBB
COUNTY COMMISSIONER, PCT. #3

JAN KENNADY
COUNTY COMMISSIONER, PCT. #4

ATTEST: Joy Streater
JOY STREATER, COUNTY CLERK

COMMISSIONERS' COURT COMAL COUNTY, TEXAS

Intergovernmental Relations

Deece Eckstein, Coordinator

700 Lavaca Building, Suite 360 (512) 854-9754
Austin, TX 78701 deece.eckstein@co.travis.tx.us
Twitter: @TravCo_IGR

TO: **Travis County Commissioners Court**

THROUGH: Deece Eckstein, Coordinator, Intergovernmental Relations

DATE: Thursday, February 21, 2013

RE: **Medicaid Expansion in Travis County**

SUGGESTED MOTION

That the Travis County Commissioners Court add the following to the Health & Human Services subsection of the Policy Positions section:

a. Support legislation and budgeting decisions to include Texas in the Medicaid expansion program.

BACKGROUND

According to the Kaiser Family Foundation, 6,143,5000 Texans are uninsured; at 23.7%, Texas has the highest uninsured rate in the nation. In Travis County, 233,067 residents are uninsured, which at 22.7% of the population is just below the state average.

The Patient Protection and Affordable Care Act (PPACA) will expand health insurance coverage and access to health care for all Americans. Provisions and reforms to the private health insurance industry established by PPACA are expected to lower the uninsured rate in Texas to 17.3% and in Travis County to 17.1%.[1]

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[1] *Estimates of the Impact of the Affordable Care Act on Counties in Texas*, April 2012, conducted for Methodist Healthcare Ministries of South Texas by Michael E. Cline, Ph.D., and Steve H. Murdock, Ph.D., Hobby Center for the Study of Texas at Rice University.

In addition to private health insurance reform, PPACA allows states to participate in the expansion of Medicaid to adults up to 138% of the federal poverty level (FPL). Childless adults between ages 19 – 64 will see the biggest gains in insurance coverage under Medicaid expansion; unless pregnant or fully disabled, they currently do not qualify for coverage.

Low-Income Health Care in Travis County

State law mandates that local governmental entities must provide basic healthcare services to indigent residents who are at or below 21% FPL. The Central Health Medical Access Program (MAP) offers a health care program to eligible residents up to 100% FPL and offers access to primary care clinics for eligible residents on a sliding fee scale up to 200% FPL.

The cost burden of providing this care falls to Central Health and in turn to Travis County taxpayers. Despite multiple funding streams and an influx of 1115 Waiver Funds, there is still a higher demand for services than can be provided. There remains a shortfall in recouping uncompensated care costs as well. Medicaid expansion would substantially reduce uncompensated care, allowing for Central Health's funds to be used towards other health care services.

Impact of Medicaid Expansion on Travis County

Travis County will see an annual gain of Medicaid funds, projected at $224,135,916.[2] These gains will help offset the current strains of healthcare services and increase coverage to needy populations. However there will be an increased need for additional delivery system expansion to serve the newly covered population.

Medicaid expansion will further reduce the uninsured rate in Travis County. The Center for Public Policy Priorities estimates that the rate in

[2] Presentation to the Senate Health & Human Services and Senate State Affairs Committees on the Affordable Care Act, August 1, 2012

Travis County will drop an additional 5.4% points, lowering its uninsured rate to 11.7%. In total, between PPACA reforms and Medicaid expansion, Travis County will nearly halve its uninsured population, going from 233,067 down to 119,442.

Over the next decade, Texas could see a reduction of $1.7 billion in uncompensated care costs. As one of six counties carrying the bulk of Texas' uninsured, Travis County will definitely see some relief from this burden.

The Cost of Medicaid Expansion in Texas

The federal government will cover 100% of the costs for the first three years of expansion to adults. In 2017 the reimbursement rate is reduced to 95% and decreases by 1% each year through 2019, and 90% in 2020 and beyond. Accordingly, the state will never have to cover more than 10% of the costs of Medicaid expansion to adults.

No local tax money will be required of county residents to pay for the Medicaid expansion; instead it will be paid with state and federal tax revenue. Should Texas elect not to participate in Medicaid expansion, the federal tax dollars from Texans will be diverted to other states that are participating in the expansion.

Texas will see a large return on investment for every dollar spent towards Medicaid expansion. For every $1 the state contributes the federal government will match it with $9 – the current match for Texas Medicaid is only $1.45 in federal match for every $1 from the state. Over the course of the next ten years, Texas will receive $100 billion in federal funds for the $15 billion it will spend on Medicaid expansion.[3]

[3] *Expanding Medicaid in Texas: Smart, Affordable and Fair,* January 2013, prepared for Methodist Healthcare Ministries of South Texas by Billy Hamilton Consulting.

Attachments:

A. Travis County Intergovernmental Relations, "Who Has Medicaid & CHIP Coverage in Travis County," February 20, 2013

B. Center for Public Policy Priorities, "Texas Uninsured: Without Medicaid Expansion, Only Half as Many Gain Coverage," Presentation to the Conference of Urban Counties Membership Luncheon, February 6, 2013

C. Texas Health and Human Services Commission, "Medicaid Expansion Population," Presentation to the Senate Health & Human Services and Senate State Affairs Committees on the Affordable Care Act, August 1, 2012

D. Texas Health and Human Services Commission, "Texas Health Care Coverage – Post ACA Implementation," Presentation to the Senate Health & Human Services and Senate State Affairs Committees on the Affordable Care Act, August 1, 2012

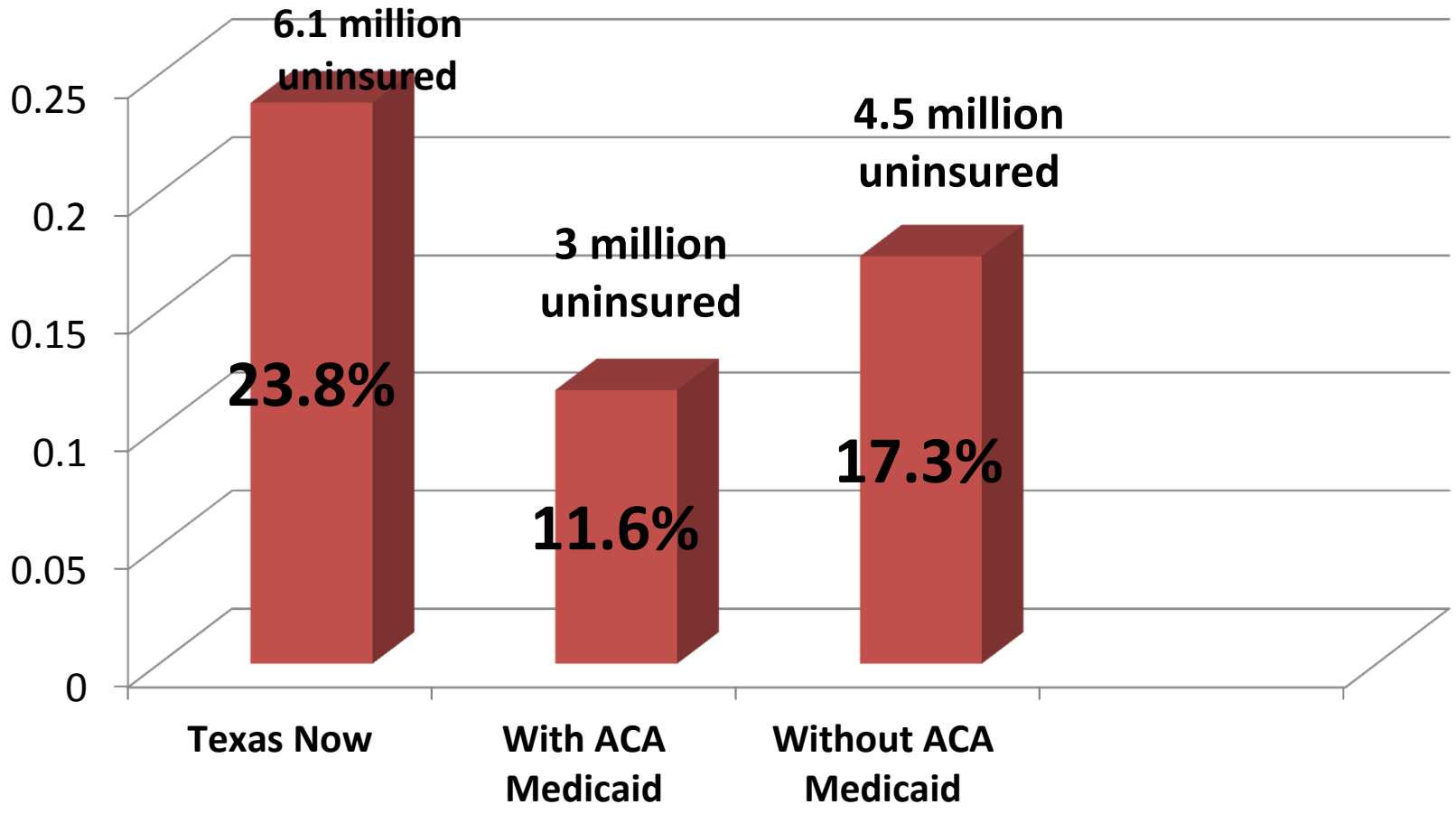
Who Has Medicaid & CHIP Coverage in Travis County

Approximately 12.8% of the Travis County population receives health insurance coverage under Medicaid and CHIP. Under the current system the following populations are covered by Medicaid in both Texas and Travis County:

MEDICAID AND CHIP COVERAGE IN TEXAS & TRAVIS COUNTY				
Eligible Populations	**FPL %** (Federal Poverty Level)	**FPL $/Year** (Federal Poverty Level)	**Texas**	**Travis County**
Children Under 19 in Medicaid			2,538,577	81,995
Newborns	185%	$35,317		
Ages 1 – 5	133%	$25,390		
Ages 6 - 18	100%	$19,090		
Children in CHIP	200%	$38,180	583,151	17,694
Pregnant Women	185%	$35,317	93,496	2,535
Low-income Families*			225,933	8,671
TANF Parent of 2/No Income	12%	$2,256		
Working Parent of 2	19%	$3,696		
Seniors & Adults w/ Disabilities			737,051	20,699
SSI (aged or disabled)	75%	$8,376		
Long Term Care	225%	$25,128		
		Total Enrolled	4,178,208	131,594

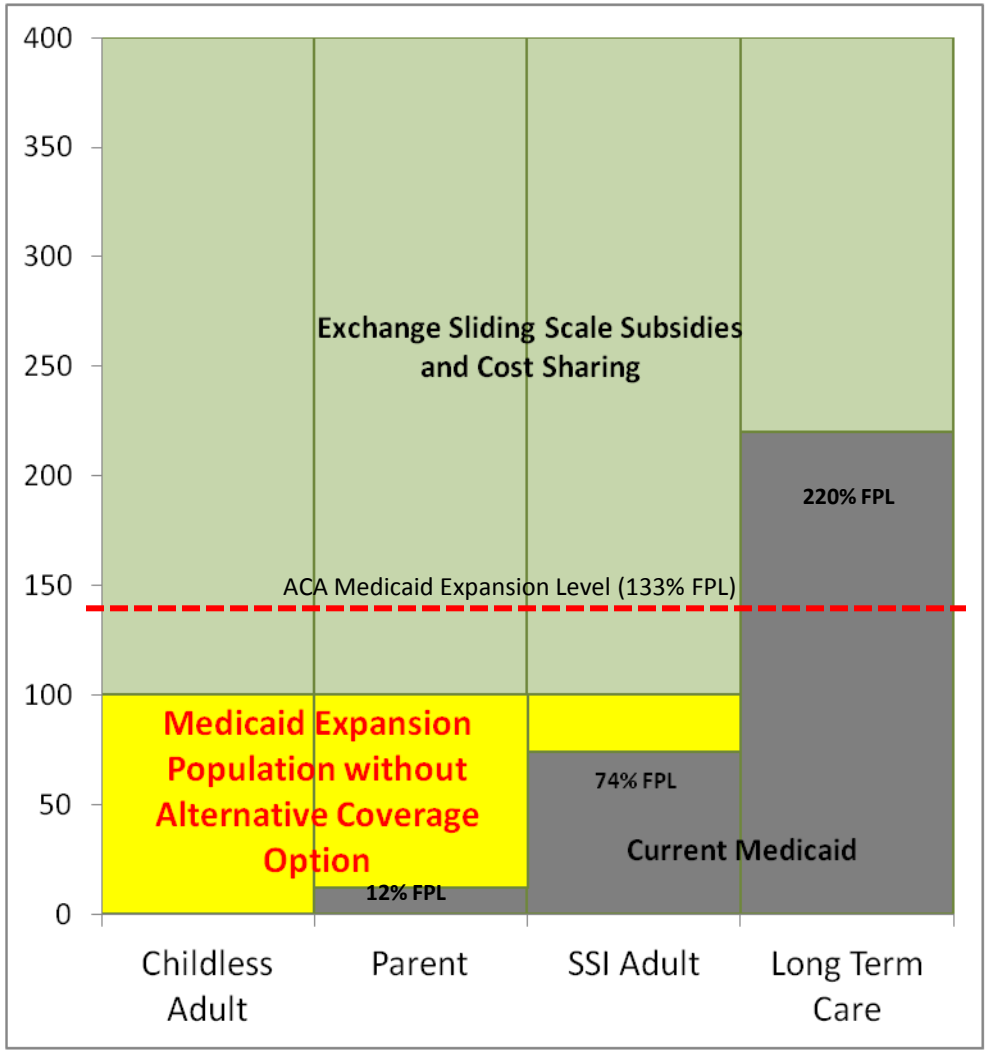
**The financial eligibility thresholds for benefits for adults are so low that only the poorest of the poor qualify for any kind of assistance if they do not fall into one of the other covered categories.*

Texas Uninsured: Without Medicaid Expansion, Only half as many gain coverage



Michael E. Cline, Ph.D., and Steve H. Murdock, Ph.D. , Rice University, *Estimates of the Impact of the Affordable Care Act on Counties in Texas*, April 2012.

Medicaid Expansion Population

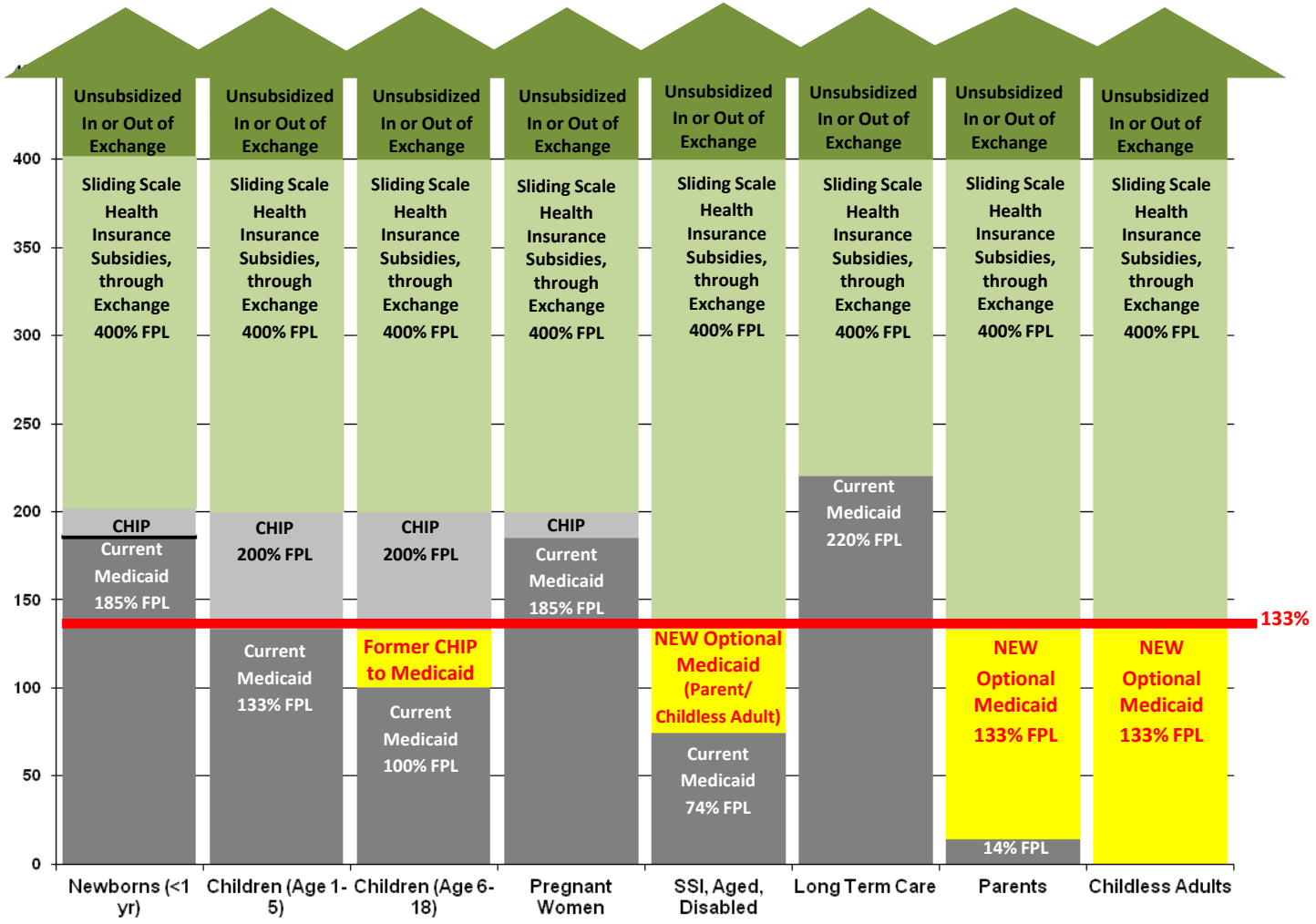


The chart to the left shows the group of uninsured low-income adults that would have no other coverage option in absence of the ACA Medicaid Expansion.
Note: The ACA expands Medicaid coverage for adults under age 65 (up to 133% FPL). However, subsidies are available to adults through the Exchange beginning at 100% FPL.

Annual Income Levels

FPL Level	Individual	Family of 3
12%	$1,340	$2,291
74%	$8,266	$14,126
100%	**$11,170**	**$19,090**
133%	$14,856	$25,390
400%	$44,680	$76,360

Texas Health Care Coverage – Post ACA Implementation



TRAVIS COUNTY LEGISLATIVE AGENDA
83RD TEXAS LEGISLATURE

Travis County is the fifth-largest county in Texas, with a population of over one million people. Travis County is known for its natural beauty, thriving economy and civic spirit. Home to the state capital and The University of Texas at Austin, Travis County is enriched by its diverse and well-educated population.

As a political subdivision of state government, Travis County requires legislative authority to enhance and improve the services it delivers. The Travis County Commissioners Court desires to enhance the quality of life of all Travis County residents and to provide the maximum return on investment for all revenues entrusted to the County.

Principles for Legislative Action

The Commissioners Court has adopted the following principles for the 83rd Texas Legislature:

- Travis County is a unique place, and Travis County government should preserve and enhance the human, economic, cultural and natural resources of the area.
- Travis County government acts as a steward of the public trust and of public resources entrusted to its care.
- The Travis County Commissioners Court is committed to providing the maximum value and return on investment for all revenues entrusted to the County.
- The Travis County Commissioners Court believes that local government best understands and responds to the needs of its constituents. Therefore, it seeks maximum flexibility in implementing the policies and programs mandated by the Legislature.
- In a time of dramatic budget shortfalls at the state level, the Travis County Commissioners Court opposes legislation or budgeting decisions that would shift the cost of state-funded programs to local governments.
- The Travis County Commissioners Court believes counties need greater authority and tools to deal with the challenges of a rapidly-urbanizing area in rapidly-changing times.

Priorities

(Items in this list are the legislative priorities for the IGR staff and the legislative consultants, i.e., "blue sheet." The list will be modified throughout the session as the Commissioners Court assigns and reviews those priorities.)

1. Oppose legislation or budget decisions that would create unfunded mandates or divert county revenues. (TRBA-1)

2. Oppose legislation that would restrict the ability of counties to raise the revenues necessary to provide an adequate level of services to their citizens. Travis County opposes appraisal caps and revenue caps. (TRBA-5)

3. Support additional funding for programs that provide necessary benefits and services to Travis County residents. (HHS-1)

4. Support legislation that would provide funding and infrastructure to improve the availability and continuity of mental and physical health care between county jails and the community. (JCJ-MH-1)

5. Support legislation that respects and promotes local control over billboards, including digital electronic billboards. (ENV-4,-5)

6. Support legislation giving counties the necessary tools to manage growth, protect property values, and preserve quality of life in the unincorporated areas. (GMLU-1)

7. Support equitable additional funding for transportation infrastructure, including rail and mass transit. (MTF-2)

8. Support legislation to effectively plan and manage groundwater and surface water as a single resource. (ENV-9,-10,-12,-13)

9. Support legislation to amend the Open Meetings Act to update references to "tape" recordings of public meetings and conform them to modern technology. (TRBA-9)

10. Support legislation that would amend the Government Code to allow political subdivisions to implement the same loan, Roth and automatic enrollment provisions as state agencies, if in compliance with the Internal Revenue Code. (TRBA-10)

11. Support legislation to clarify the geographic extent of ad valorem tax liens on business personal property. (TRBA-11)

12. Support legislation to create two new criminal courts – one district court and one county court – in Travis County effective September 1, 2015. (JCJ-AJ-1)

Policy Positions

(Items in this list are the legislative policy positions of Travis County.)

Emergency Services

1. Support legislation to amend the medical examiners' statutes to promote best practices throughout the State while preserving local control and flexibility.
2. Support legislation to preserve county regulatory authority over fire sprinklers in residential housing larger than three units.
3. Support legislation or budgeting decisions that would tie Medicaid reimbursement rates for air ambulance services to federally established Medicare reimbursement rates.

Environment and Natural Resources

1. Oppose legislation eliminating or diluting Travis County's authority to "…take any necessary and proper action to comply with the requirements of the storm water permitting program under the national pollutant discharge elimination system."
2. Support legislation to increase funding for the Texas Recreation and Parks Account Local Park Grant Program and the Texas State Park System.
3. Support legislation to give Travis County authority to regulate off-premises signs along scenic portions of state and county roads.
4. Oppose legislation that would reduce or eliminate local control over the placement and usage of digital electronic billboards.
5. Support legislation to increase ratepayer protection in water supply corporation and water utility proceedings before the Texas Commission on Environmental Quality.
6. Support allowing counties to recover costs and attorney's fees from a utility if they intervene on behalf of rate payers in unincorporated areas in water supply rate cases.
7. Support legislation that would reconcile the incompatibility in the legal treatment of groundwater and surface water, recognizing that they are one and the same.
8. Support modification of the State water planning process to include ground water modeling, which should include a regional component.
9. Support funding of the State water plan through a fair and equitable mechanism.
10. Support establishment by a State agency of a consistent set of water conservation standards for the state.
11. Support measures to improve the effectiveness of ground water management by Ground Water Conservation Districts.
12. Support full funding for the Low Income Repair Assistance, Retrofit and Accelerated Vehicle Retirement Program and the Local Initiative Projects.
13. Support legislation that would improve the ability of the County to enforce clean air, water and other environmental laws.

Growth Management/Land Use

1. Support legislation giving counties the necessary tools to manage growth, protect property values, and preserve quality of life in the unincorporated areas.
2. Support legislation allowing counties to adopt a long-range comprehensive plan for land development within the unincorporated areas of the county.
3. Support legislation allowing counties to adopt regulations that would buffer sensitive areas like schools, churches and residences from incompatible industrial uses.
4. Support legislation that would restrict the ability of a homeowners' association to prohibit the use of qualifying sustainable technologies on homes or property within their jurisdiction.

Health and Human Services

Changes to the MHMR, DSHS, DFPS

1. Support additional funding for health and human services programs that provide necessary benefits and services to Travis County residents.
2. Support legislation and budgeting decisions that will fully fund necessary mental health services provided by county MHMR departments.
3. Oppose expansion of mandatory participation in private mental health managed care programs, leaving counties the option to participate.

Juvenile and Criminal Justice

Mental Health

1. Support legislation that would provide funding and infrastructure to improve the availability and continuity of mental and physical health care between county jails and the community.
2. Support additional funding for both state-run mental health facilities and for counties to provide mental health services in their facilities.

Re-Entry Programs

1. Support legislation to enhance employment readiness and job opportunities for people with criminal histories.
2. Support legislation that would provide people with felony drug convictions the same access to food stamps as afforded other ex-offenders.
3. Support legislation that would promote kinship care for children whose parents are incarcerated to reduce the impact on the foster care system.

Jail Population Management

1. Support legislation to reduce or eliminate the financial and operational burdens of state-supervised offenders in county correctional facilities.
2. Support legislation to reimburse counties for all expenses incurred in housing state-supervised offenders such as parole violators.
3. Support legislation to allow for the release of technical parole violators on bond.
4. Support legislation to increase opportunities for the use of technology (e.g., GPS monitoring, SCRAM devices) in jail diversion strategies.

Pretrial Release on Personal Bonds

1. Oppose legislation that would eliminate or reduce local courts' discretion with respect to the use of personal bonds.

Administration of Justice

1. Support legislation to create two new criminal courts – one district court and one county court – in Travis County effective September 1, 2015.

Mobility and Transportation Funding

1. Support increased funding for the Texas Department of Transportation for transportation and other mobility needs, including rail and mass transit.
2. Support equitable additional funding for transportation infrastructure, including rail and mass transit.
3. Support legislation enabling counties, on a local option basis, to levy taxes or fees to support mobility infrastructure.
4. Support legislation to enable Travis County to levy a Transportation Project (Mobility) Fee to construct new and widen existing arterial roadways within the unincorporated areas.
5. Support legislation to enable Travis County to levy an impact fee upon new land development within the unincorporated area to pay for arterial roadway improvements serving the development.

Taxation, Revenues, Budget and Administration

1. Oppose legislation or budget decisions that would create unfunded mandates or divert county revenues.
2. Oppose legislation that would limit the County's ability to meet the needs of its citizens by artificially capping appraisal values or county revenues.
3. Support legislation that would allow counties to offer specialized retirement packages to early retirees.
4. Support constitutionally-based unfunded mandate protection for local governments that allows counties to opt out of a mandate until funding is provided.
5. Oppose legislation that would restrict the ability of counties to raise the revenues necessary to provide an adequate level of services to their citizens. Travis County opposes appraisal caps and revenue caps.
6. Support legislation giving counties greater freedom and flexibility in providing procurement notices to their residents.
7. Support legislation that encourages economic development while preserving the authority and discretion of the commissioner's court in negotiating economic development incentives.
8. Support TCDRS as a prudently and conservatively structured defined contribution pension plan with hybrid components appropriate for counties.
9. Support legislation to amend the Open Meetings Act to update references to "tape" recordings of public meetings and conform them to modern technology.

10. Support legislation that would amend the Government Code to allow political subdivisions to implement the same loan, Roth and automatic enrollment provisions as state agencies, if in compliance with the Internal Revenue Code.
11. Support legislation to clarify the geographic extent of ad valorem tax liens on business personal property.
12. Oppose legislation that would diminish the authority or discretion of a commissioner's court and would not serve a court-approved public purpose.

Positions on Other Proposals Before the 83rd Texas Legislature

(Items in this list are legislative positions regarding initiatives of other Travis County elected officials or other groups or organizations.)

Item 28

MEMO

- ❑ **For Your Information**
- ❑ **Action Required**

TO: **Travis County Commissioners Court**

FROM: Steven Manilla, County Executive, TNR

Deece Eckstein, Coordinator, IGR

DATE: Tuesday, February 26, 2013

RE: **ITEM #28 – Federal Legislation on Truck Weight Limits**

SUMMARY AND IGR RECOMMENDATION

The Coalition Against Bigger Trucks (CABT) has asked the Commissioners Court to join them in expressing opposition to federal legislation that would raise the truck weight limit on federal highways above the current 80,000 pounds. Such an increase would significantly enhance the wear and tear caused by big trucks to both the federal and to the state and local road networks.

TNR and IGR recommend that the Court express its opposition to such legislation and that members of the Court send the attached letters to Travis County members of the congressional delegation, and adopt the attached resolution.

BACKGROUND

The current weight limit for trucks on the US highway system is 80,000 pounds (40 tons). According to a government study, one 40-ton truck does as much damage to the road as 9,600 cars. Overweight vehicles pose even greater problems: a study by the American Association of State Highway and Transportation Officials (AASHTO) showed that raising the legal limit from 80,000 lbs. to 97,000 lbs. on a 6-axle truck results in 50% more road

damage. Additionally, increasing the legal limit to from 80,000 lbs. to 100,000 lbs. on a 6-axle truck increases the road damage rate by 80%.

Such damage is not limited to the federal highways, of course. These large trucks also travel on state and local road network system, where they impact local safety and road maintenance expenses. The attached memo from Don Ward at TNR describes some of the problems caused by overweight trucks.

On November 29, 2011 the Commissioners Court took a position against similar proposals to change truck weight limits. At that time, the Commissioners Court sent letters to US Senators Kay Bailey Hutchison and John Cornyn expressing:

a) opposition to S. 1450, by Senator Olympia Snowe (R-Maine) that would permit states to do "demonstration projects" allowing trucks to carry loads up to 100,000 pounds in some circumstances, and
b) support for S. 876 by Senator Frank Lautenberg (D-New Jersey) that would require states to enforce the current federal limits on truck length and width.

Once again this Congress, legislation has been filed to increase the current limit. HR 612 was filed by Congressman Michael H. Michaud (D-Maine) seeking to increase weight limits from 80,000 to 97,000 pounds. CABT seeks the County's help in encouraging our congressional delegation to withhold support for the new bill.

In 2012, as part of the MAP-21 omnibus transportation legislation, the Congress directed the Department of Transportation (USDOT) to undertake a two-year study examining the impacts of truck weights on highway safety, bridge and pavement damage and modal diversion. CABT argues that no congressional action on truck weight limits should be taken until the study is released in 2014.

Attachments

1. Draft letters for Travis County members of the Texas congressional delegation, for approval and signature by the Commissioners Court, February 26, 2013.
2. Resolution opposing increases in truck weights or lengths operating on federal, state and, county and local roads, February 26, 2013.
3. Memo from Don Ward re impact of truck weight limits on Travis County road construction, safety and maintenance issues, November 16, 2011.
4. Coalition Against Bigger Trucks, "Bigger Trucks Are Not Greener Trucks."

Cc: Don Ward

CABT
901 N Pitt St, Ste 310
Alexandria, VA 22314
888-CABT-123
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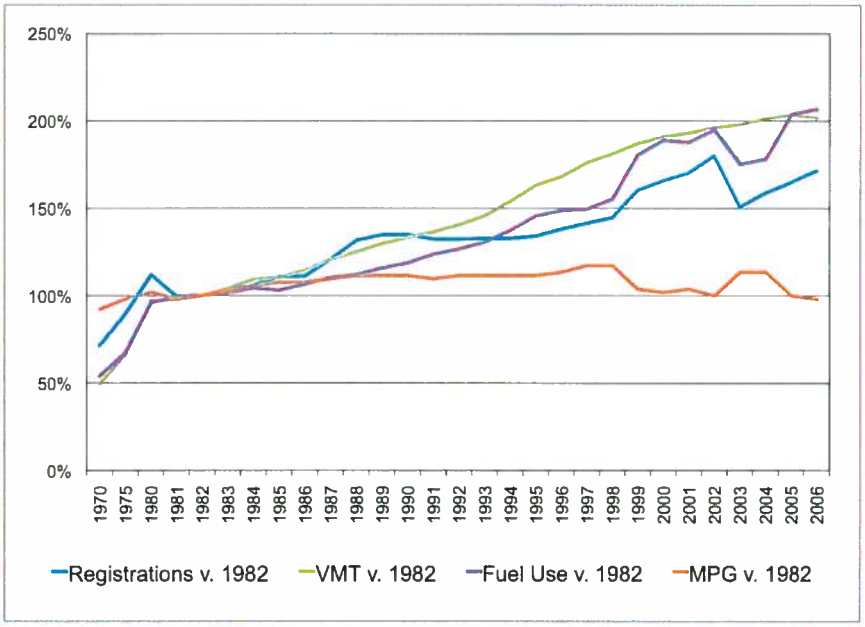
Bigger Trucks Are Not Greener Trucks

Groups pushing for heavier and longer trucks claim that bigger trucks will help in the fight against global warming. In fact, the American Trucking Associations recommends increasing truck size and weight restrictions as part of its "bold sustainability program."

We commend efforts to reduce the carbon footprint of freight transportation, but greenwashing bigger trucks is not a solution. Allowing bigger trucks diverts freight from other, more efficient modes of transportation thereby increasing energy consumption, creating more pollution, and exacerbating existing highway congestion.

Bigger Trucks Do Not Mean Fewer Trucks

A centerpiece of the trucking industry's new campaign is the assertion that bigger trucks will mean fewer trucks. Research and experience shows that this is false. Truck travel grows after an increase in truck size and weight because the bigger rigs divert freight from other modes.



Since Congress last increased the gross vehicle weight limit in 1982, truck registrations have increased 72%, vehicle miles traveled and gallons of fuel burned by trucks have more than doubled, and average mileage traveled by a truck per gallon of fuel is the same.

Increases in truck size and weight are likely to accelerate growth in truck transportation, not decrease it. As such, allowing bigger trucks would represent a fundamental strategic decision that would shape the future of freight transportation in the United States for years to come.

Bigger Trucks Mean More Fuel Consumption

As the number of trucks on the road and the miles they drive have increased, so, too, has the amount of fuel consumed by big trucks because heavy truck fuel economy has remained relatively flat. In fact, the transportation sector accounted for over two-thirds of all U.S. petroleum consumption in 2006 and big trucks consume 18.7 percent of U.S. transportation energy.[1]

[1] Transportation Energy Data Book: Edition 27, U.S. Department of Energy (DOE), 2008, Table 1.13, p. 1-17, and Table 2.7, p. 2-9.

Other modes of freight transport are far more efficient. For example, railroads can move cargo nearly four times as far as trucks on a single gallon of fuel. From an energy intensity perspective, rail consumed 11.6 times less energy per ton-mile and waterborne commerce consumed 8.5 times less energy per ton-mile than heavy truck transport in 2002.[2]

Allowing bigger trucks will increase fuel consumption because larger truck configurations are less fuel-efficient and because bigger trucks will divert freight from more efficient modes.

Bigger Trucks Mean More Emissions

Transportation sector emissions from gasoline and diesel fuel combustion generally parallel total vehicle miles traveled.[3] In 2007, transportation accounted for 28 percent of U.S. greenhouse gas emissions and 21 percent of transportation greenhouse gas emissions were from freight trucks.[4] Since 1990, the rate of growth of greenhouse gas emissions from freight sources has been more than twice as fast as emissions from passenger sources, "due largely to the rapid increase in emissions associated with medium- and heavy-duty trucks."[5] Additionally, heavy trucks account for one third of U.S. mobile source NOx emissions and nearly a quarter of mobile source PM-10 emissions.[6]

Other modes of freight transport emit significantly fewer pollutants, including greenhouse gases, than do trucks. For example, rail emits only one-third the pollutants as trucks per ton-mile.

To reduce the effect of freight movements by truck on air quality, the Federal Highway Administration (FHWA) recommends reductions in tare weight, aerodynamic improvements, and reduced idling overnight and at pick-up and drop-off locations.[7] (As of 2002, only 6 percent of heavy trucks were equipped with idle-reducing technology.[8]) Allowing bigger trucks would conflict with each of these strategies because bigger payloads require bigger and heavier truck tractors to pull them, longer combination vehicles reduce the aerodynamics of the truck-tractor combination, and increased highway congestion attributed to bigger trucks will increase idling.

Bigger Trucks Increase Congestion

In congested conditions, all vehicles idle and emit pollution into the air. As congestion worsens, so does the amount of idle time.

Big trucks are already major contributors to highway gridlock because they are larger and, more importantly, accelerate more slowly than passenger cars. Thus, trucks have a greater effect on traffic flow than passenger cars. "On level terrain and in uncongested conditions, conventional trucks may be equivalent to about two passenger cars, but on hilly or mountainous terrain and in congested traffic, their effect on traffic flow is much greater and may be equivalent to 15 or more passenger cars."[9] Bigger trucks would take up even more room on the highway because of their larger size and because of the increase in payload, they would have even greater difficulty accelerating, decelerating, and maintaining speed on upgrades.

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[2] Independent calculations based on data from DOE; Tables 2.16, 5.1, 5.2, and 5.12.
[3] Emissions of Greenhouse Gases in the United States 2007, Energy Information Administration, December 2008, p. 19.
[4] Inventory of Greenhouse Gas Emissions and Sinks: 1990-2007, Environmental Protection Agency (EPA), April 2009, p. 2-20.
[5] EPA, p. A-122.
[6] Assessing the Effects of Freight Movement on Air Quality at the National and Regional Level, U.S. Federal Highway Administration (FHWA) Office of Natural and Human Environment, April 2005, Table ES-1.
[7] FHWA, Tables ES-5 and ES-6.
[8] DOE, Figure 5.2, p. 5-12.
[9] Western Uniformity Scenario Analysis, U.S. Department of Transportation, April 2004, p. VIII-3.

RESOLUTION

Opposing increases in Truck Weights or Lengths operating on Federal, State and County and Local roads.

Whereas, ____ is concerned for the health, welfare and safety of the State's residents and the conditions of its infrastructure: and

Whereas large trucks already have a fatal crash involvement rate 40 percent higher than passenger cars; and

Whereas heavier and longer trucks are likely to be less safe than those on the road today and make roads more dangerous; and

Whereas more than half the bridges on the National Highway System are more than 40 years old and more than 20 percent are rated as structurally deficient or functionally obsolete; and

Whereas the federal government already subsidizes heavy truck operations nearly $2 billion each year because their fees do not cover the damage to roads and bridges; and

Whereas heavier and longer trucks would accelerate the deterioration of roads and bridges and put even greater pressure on taxpayers to fund infrastructure; and

Whereas law enforcement officers, safety advocates, state and county governments, truck drivers, and concerned citizens across the country oppose increases in truck size or weight; and

Whereas Congress was so concerned about the safety and infrastructure issues presented by heavier and longer trucks that it instructed the US Department of Transportation to undertake a two-year comprehensive study of truck size and weight; and

Whereas a handful of large trucking and shipping companies continue to press Congress to approve heavier and longer trucks

NOW, THEREFORE, BE IT RESOLVED BY ____ THAT _____ opposes any legislation at any level of government that seeks to increase truck size or weight and authorizes ____ to provide a copy of this resolution to our congressional delegation.

February 25, 2013

Congressman Lamar Smith
2409 Rayburn House Office Building
Washington, DC 20515

Dear Congressman Smith:

The Travis County Commissioner's Court wishes to express its concern with legislation proposing longer and heavier trucks. As you know the House and Senate reached a bipartisan consensus appointing USDOT to undertake a two-year study to examine the impacts of truck weights on highway safety, bridge and pavement damage and modal diversion.

We are requesting that you do not co-sponsor legislation such as HR 612, which seeks to increase weight limits from 80,000 to 97,000 pounds, until the findings of this study are released in summer of 2014.

Environmental impacts are a concern of ours. As you know I-35 in congested regularly. To reduce the effect of freight movements by truck on air quality, the Federal Highway Administration (FHWA) recommends reductions in tare weight, aerodynamic improvements, and reduced idling overnight and at pick-up and drop-off locations. I can't say that heavier trucks would have a positive impact on our environment or our infrastructure.

Please consider the folks in your district affected and imagine the impacts of heavier trucks nationwide.

Sincerely,

Hon. Samuel T. Biscoe
County Judge

February 25, 2013

Senator John Cornyn
517 Hart Senate Office Building
Washington, DC 20510

Dear Senator Cornyn:

The Travis County Commissioner's Court wishes to express its concern with legislation proposing longer and heavier trucks. As you know the House and Senate reached a bipartisan consensus appointing USDOT to undertake a two-year study to examine the impacts of truck weights on highway safety, bridge and pavement damage and modal diversion.

We are requesting that you do not co-sponsor a pending senate version of legislation such as HR 612, which seeks to increase weight limits from 80,000 to 97,000 pounds, until the findings of this study are released in summer of 2014.

Environmental impacts are a concern of ours. As you know I-35 in congested regularly. To reduce the effect of freight movements by truck on air quality, the Federal Highway Administration (FHWA) recommends reductions in tare weight, aerodynamic improvements, and reduced idling overnight and at pick-up and drop-off locations. I can't say that heavier trucks would have a positive impact on our environment or our infrastructure.

Please consider the folks in your district affected and imagine the impacts of heavier trucks nationwide.

Sincerely,

Hon. Samuel T. Biscoe
County Judge

February 25, 2013

Senator Ted Cruz
B40B Dirksen Senate Office Building
Washington, DC 20515

Dear Senator Cruz:

The Travis County Commissioner's Court wishes to express its concern with legislation proposing longer and heavier trucks. As you know the House and Senate reached a bipartisan consensus appointing USDOT to undertake a two-year study to examine the impacts of truck weights on highway safety, bridge and pavement damage and modal diversion.

We are requesting that you do not co-sponsor a pending senate version of legislation such as HR 612, which seeks to increase weight limits from 80,000 to 97,000 pounds, until the findings of this study are released in summer of 2014.

Environmental impacts are a concern of ours. As you know I-35 in congested regularly. To reduce the effect of freight movements by truck on air quality, the Federal Highway Administration (FHWA) recommends reductions in tare weight, aerodynamic improvements, and reduced idling overnight and at pick-up and drop-off locations. I can't say that heavier trucks would have a positive impact on our environment or our infrastructure.

Please consider the folks in your district affected and imagine the impacts of heavier trucks nationwide.

Sincerely,

Hon. Samuel T. Biscoe
County Judge

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, February 26, 2013
Prepared By/Phone Number: Deece Eckstein, 854-9754
Elected/Appointed Official/Dept. Head: Deece Eckstein, 854-9754
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON APPOINTMENTS TO THE STRATEGIC HOUSING FINANCE CORPORATION BOARD OF DIRECTORS.

SUMMARY AND IGR COORINDATOR RECOMMENDATION:
On October 30, 2012, the Commissioners Court issued a Call for Applications to fill two vacancies on the Strategic Housing Finance Corporation (SHFC) Board of Directors. Fifteen qualifying applications were received and, on December 11, the Court identified four candidates it wished to interview for the two vacancies On February 14, 2013, members of the Court interviewed the four candidates.

IGR recommends that the Court make two appointments to the SHFC Board, for terms to conclude on December 31, 2015 and December 31, 2016.

BACKGROUND:
Strategic Housing Finance Corporation

- Seven members; five appointed by individual Court members, two by the Court as a whole
- Staggered six-year terms
- The two Court-appointed slots (Place 6 and Place 7) are vacant, with terms expiring December 31, 2015 (Place 6) and December 31, 2016 (Place 7).
- Not subject to the Uniform Appointment Process

The four candidates are **Richard Anton**, **Magdalena Blanco**, **Wilmer Roberts**, and **Ed Wendler, Jr.**

ISSUES AND OPPORTUNITIES:
There are seven members of the **Strategic Housing Finance Corporation (SHFC) Board of Directors**. Five members are appointed by individual members of the Court and two are appointed by the Court as a whole. Appointments are for terms of six years, and there is no limit on the amount of terms an appointee may serve. Appointees must be residents of the county.[1] Because there is overlap between the missions of the Housing Authority and the SHFC, some individuals serve on both boards; however, the two boards are, and should be, independent.

The current members of the SHFC and their dates of appointment are included as Attachment A. The Commissioners Court as a whole makes two appointments to the Board of Directors; the remaining five appointments are made by individual members of the Court.

The two slots filled by the full Commissioners Court – Places 6 and 7 – are currently vacant. The term of the person in Place 6 term will expire on December 31, 2015, and of the person in Place 7 on December 31, 2016. It is for these two slots that the Court will be interviewing the candidates.

FISCAL IMPACT AND SOURCE OF FUNDING: No fiscal impact.

REQUIRED AUTHORIZATIONS: None.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

Leslie Browder
County Executive, Planning and Budget
Phone: 854-8679
Email: Leslie.Browder@co.travis.tx.us

Sherri Fleming
County Executive, Health and Human Services & Veterans Services
Phone: 854-4581
Email: Sherri.Fleming@co.travis.tx.us

[1] Strategic Housing Finance Corporation of Travis County, By-Laws, June 12, 2004.

Andrea Shields
Corporations Manager, Planning and Budget Office
Phone: 854-9116
Email: Andrea.Shields@co.travis.tx.us

Karen Thigpen
Assistant Corporations Administrator
Phone: 854-9106
Email: karen.thigpen@co.travis.tx.us

Craig Alter
Executive Director, Housing Authority of Travis County, Texas
Phone: 480-8245, x15
Email: craig@hatctx.com

Debbie Honeycutt
Housing Authority of Travis County, Texas
Phone: 480-8245, x34
Email: debbie@hatctx.com

ATTACHMENTS

A. Current roster of SHFC Board of Directors members, as of January 1, 2013.

ATTACHMENT A

Strategic Housing Finance Corporation
Board of Directors

(This agency is not covered under the Uniform Appointment Process*)

Place	Name	Appointing Authority	Date(s) of Appointment	Current Term Expiration Date	Adopted** Term Expiration Date
5	Willie S. Anderson	County Judge	5/31/2011	5/31/2017	12/31/2017 … 12/31/2023 … 12/31/2029
1	Melvin Wrenn	Precinct 1	6/1/2004 reappointed 11/13/2012	12/31/2014	12/31/2014 … 12/31/2020 … 12/31/2026
2	Sarah Dale Anderson	Precinct 2	11/16/2010 reappointed 1/24/2012	8/31/2017	12/31/2017 … 12/31/2023 … 12/31/2029
3	Ofelia Elizondo	Precinct 3	7/5/2005 reappointed 10/25/2011	7/31/2017	12/31/2013 … 12/31/2019 … 12/31/2025
4	Richard Moya	Precinct 4	6/1/2004 reappointed 11/13/2012	12/31/2018	… 12/31/2018 … 12/31/2024 … 12/31/2030
6	Vacancy [Craig Alter]	Court Appointment	[11/9/2004]	[11/30/2010 Resigned 10/16/2012]	12/31/2015 … 12/31/2021 … 12/31/2027
7	Vacancy [Joe Albert Ramos (+)]	Court Appointment	[11/9/2004]	[11/30/2010]	12/31/2016 … 12/31/2022 … 12/31/2028

Item 30

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013
Prepared By/Phone Number: Edith Moreida/X49280
Elected/Appointed Official/Dept. Head: Commissioner Margaret J. Gomez
Commissioners Court Sponsor: Commissioner Margaret J. Gomez

AGENDA LANGUAGE:

A. DISCUSS AND TAKE APPROPRIATE ACTION TO PLACE THE CIVIL COURTHOUSE PROJECT, WHETHER P3 OR DESIGN BUILD, ON THE BALLOT FOR VOTER APPROVAL.

B. DISCUSS AND TAKE APPROPRIATE ACTION ON YEAR TO HAVE THE ELECTION ON VOTER APPROVAL OF THE CIVIL COURTHOUSE PROJECT.

C. DISCUSS AND TAKE APPROPRIATE ACTION APPROVE LIMITING SPENDING ON THE CIVIL COURTHOUSE PROJECT UNTIL AFTER THE BOND ELECTION FOR THE CIVIL COURTHOUSE PROJECT.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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.

Item 31

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013
Prepared By/Phone Number: Michael G Hemby 783, TCSO
Elected/Appointed Official/Dept. Head: Sheriff Greg Hamilton
Commissioners Court Sponsor: Judge Samuel Biscoe

AGENDA LANGUAGE: Consider and approve request from TCSO for renewal of agreement between Travis County and the Texas Department of Public Safety for participation in the Texas 1033 Surplus Property program.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The National defense Authorization Act authorizes the Secretary of Defense to transfer excess Department of Defense (DoD) personal property to Federal, state and local Law Enforcement Agencies (LEA) with special emphasis given to counter drug and counter terrorism. The 1033 Program (formerly the 1208 Program) allows LEAs to receive DoD excess property. This is a renewal of previous execution of the agreements between Travis County to allow TCSO to continue participation in this program.

STAFF RECOMMENDATIONS:

TCSO staff request the approval and execution of the document to allow for continued participation in the program. These documents have been reviewed by the County Attorney and were recommended for execution.

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no costs to the county for participation and TCSO has been the recipient of various DOD surplus materials at a significant cost savings to Travis County taxpayers.

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

REQUIRED AUTHORIZATIONS:

Sheriff - Approved

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

JIM SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF
P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

DARREN LONG
Major - Corrections

PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

February 19, 2013

MEMORANDUM

TO: **Honorable Sam Biscoe, County Judge**
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Gerald Daughtery, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: **Michael G Hemby 783, Research and Planning**

SUBJECT: **2013 Texas 1033 Surplus Property Program**

Attached you will find the agreement for the **Texas 1033 Surplus Property program for 2013**. This is a renewal of or previous held agreements which allows TCSO to gain access to surplus State and Department of Defense property for law enforcement use as listed below;

1033 Program Overview: The National defense Authorization Act authorizes the Secretary of Defense to transfer excess Department of Defense (DoD) personal property to Federal, state and local Law Enforcement Agencies (LEA) with special emphasis given to counter drug and counter terrorism. The 1033 Program (formerly the 1208 Program) allows LEAs to receive DoD excess property.

Over the years this program has supplied various quantities if equipment used by TCSO deputies in the course of their duties. The program costs nothing and saves our taxpayers tens of thousands of dollars.

TCSO serves as the responsible party for ensuring that the equipment is accounted for an maintained. Worn out equipment is returned to the state or disposed of as directed by the program.

This request for formal approval of the agreements and signature by the County Judge as the Authorized Official and has been executed by the Sheriff as the chief law enforcement official.

If I can be of any assistance in this matter, please feel free to contact me at 854-4924.

Cc: Co Atty.

TEXAS 1033 SURPLUS PROPERTY PROGRAM
APPLICATION LETTER

TO: Texas Department of Public Safety
ATTN: Texas 1033 Program
5805 N. Lamar Blvd.
BLDG G
Austin, TX 78752

AGENCY: Travis County Sheriff's Office

SUBJECT: Request Authorization for Screening and Receiving Surplus Property

1. Our Agency request that the personnel listed on the attached Law Enforcement Agency (LEA) Data Sheet be granted authorization to screen for and receive excess federal property as defined in the Defense Authorization Act, 1997, Public Law 104-181 Section 1033, Transfer of Excess Personal Property.

2. We, the undersigned, understand and agree that failure to comply with the terms of this application is in direct conflict with the intent of this program, and failure on our agency's part to abide by the terms and conditions of the Texas 1033 Program may result in termination from the program and other sanctions including civil or criminal prosecution.

3. We understand and agree that we are responsible for all transportation costs incident to the redistribution or collection of any transferred property. Transferred property must be removed from the Defense Reutilization and Marketing Offices (DRMO) within fourteen (14) days or sooner if so directed by the DRMO. Failure to claim and remove property may result in the redistribution of the property to another agency.

4. We understand and agree that this property is transferred from the Department of Defense (DoD). Transferred property must have a direct application to the LEA's street law enforcement, arrest and apprehension mission. Transferred property may not be disposed of, bartered or transferred without prior notification, written authorization and instructions from the Texas 1033 Program, including instances in which property is no longer serviceable for law enforcement use.

5. We understand and acknowledge that at no time can transferred aircraft or weapons be sold. Additionally, assigned aircraft or weapons cannot be disposed of, bartered or transferred without written consent from the Texas 1033 Program. Failure to comply will result in eternal termination from the program and possible civil or criminal prosecution.

6. We have read and understand, in its entirety, the Texas Military Surplus Property and Procurement Program booklet. We understand and agree to comply with the terms and conditions of the Texas 1033 Program and have signed the Release of Liability Statement.

7. We understand that the Federal Freedom of Information Act and the Texas Open Records Act apply to all property received under the Texas 1033 Program.

8. We understand and agree that our authorization to screen and receive property expires one year from the Law Enforcement Support Office (LESO) authorization letter date. We also understand that it is our responsibility to submit a new Texas 1033 Program application packet each year prior to the one year anniversary of our Authorization Letter and/or when there are administration changes and a new LEA Data Sheet when there are any personnel changes. Failure to comply may result in suspension from the program and possible termination.

9. We understand that the inventory form (TX 1033 Form A6) will be completed and maintained for all transferred property. Additionally, we acknowledge that the inventory form must be submitted annually with the application packet to maintain compliance with program policies. Failure to comply may result in suspension of the program and possible termination.

10. We understand that if a vehicle is obtained through the Texas 1033 Program, the LEA will forward photocopies of both (1) the United States Government Certificate to Obtain Title to a Vehicle (SF 97); and (2) the Texas Certificate of Title (Form 30-C) to the Texas 1033 Program Office within thirty (30) days of receipt.

Greg Hamilton, Sheriff

AGENCY CHIEF EXECUTIVE OFFICIAL[1]:

Signature

Feb 6, 2013
Date

Greg Hamilton, Sheriff
Name / Title

AUTHORIZED OFFICIAL[2]:

Signature

Date

Samuel Biscoe, County Judge
Name / Title

Agency Chief Executive Official — Chief of Police or County Sheriff

[2] Authorized Official — County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

TEXAS 1033 SURPLUS PROPERTY PROGRAM
RELEASE OF LIABILITY

AGENCY: Travis County Sheriff's Office Austin, Travis , Texas
City / County

The Texas Law Enforcement Agency (LEA) designated above acknowledges receipt of excess property from the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Federal Fiscal Year 1997 (the "Act"). Such excess property transferred pursuant to the Act may include small arms and ammunition (hereinafter referred collectively as the "Transferred Property").

The LEA acknowledges that the Transferred Property is considered excess to the needs of the Department of Defense and that the Transferred Property may be in any condition from new to unserviceable. The LEA acknowledges that there may be hazards associated with the use of the Transferred Property, which could cause damage to property and serious injury or death. The term "use" with respect to the Transferred Property is acknowledged to include, but is not limited to, active deployment, passive transportation, and mere possession. The LEA agrees to provide appropriate or adequate training to any person who may use the property. The LEA agrees that it IS NOT the responsibility of the Department of Defense, the State of Texas, or the Texas Department of Public Safety to provide appropriate or adequate training to any person using the Transferred Property.

The Department of Defense, the State of Texas nor the Texas Department of Public Safety assumes any liability for damages or injuries to any person or property arising from the use the Transferred Property. By signing this agreement, the LEA agrees, subject to the appropriation of sufficient funds, to be solely responsible for any and all suits, actions, demands or claims of any nature arising from its use of the Transferred Property. The LEA agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The LEA accepts Transferred Property "as is" with no warranty of any kind. The Department of Defense, the State of Texas nor the Texas Department of Public Safety make any claims or warranties, expressed or implied, concerning the Transferred Property, including but not limited to warranty of fitness for a particular purpose.

The LEA acknowledges that any item of the Transferred Property meeting the definition of "machine gun" found in 26 U.S. C. 584(b)* must be registered with the Bureau of Alcohol, Tobacco, and Firearms (BATF) with an ATF Form-10 (Application for Registration of Firearm Acquired by Certain Governmental Entities). Upon receipt of a properly executed Form-10, ATF will accept the registration of the machine gun and notify the LEA. Any machine gun registered in this manner is restricted for law enforcement use only. The LEA agrees to provide the State Coordinator's Office a copy of an approved Form-10 for each machine gun that is part of any Transferred Property received. The LEA must execute a separate transfer agreement with the United States Army, through the 1033 Program, for any small arms/weapons.

The LEA acknowledges that it is solely responsible for any and all costs associated with the transferred Property, including but not limited to, packing, crating, handling, transportation, repossession, and disposal.

The LEA acknowledges that Transferred Property may be disposed of only with written approval from the State Coordinator's Office and in accordance with local, state, federal laws, and the regulations and guidelines of the 1033 Program prescribed by the Law Enforcement Support Office. The LEA specifically acknowledges that the preceding rule includes, but is not limited to the transfer, destruction or abandonment of any Transferred Property constituting small arms/weapons and weapons parts.

Subject to the conditions set forth herein, title to the Transferred Property is assumed by the LEA upon written acceptance hereof from the LEA.

By signing below, the Agency Chief Executive Official and the Authorized Official acknowledge and understand all previously stated guidelines and conditions.

AGENCY CHIEF EXECUTIVE OFFICIAL[1]:

Signature

Feb 6, 2013
Date

Greg Hamilton, Sheriff
Name / Title

AUTHORIZED OFFICIAL[2]:

Signature

Date

Samuel Biscoe, County Judge
Name / Title

* The National Firearms Act, 26 U.S.C. section 5801 et seq., defines a firearm to include machine gun. 26 U.S.C. Section 5845(a)(6). That same act, defines a machinegun as follows:

The term "machine gun" means any weapon which shoots, is designed to shoot, or can be readily restored to shoot, automatically more than one shot, without manual reloading, by a single function of the trigger. The term shall also include the frame or receiver of any such weapon, any combination of parts designed and intended, for use in converting a weapon into a machine gun, and any combination of parts from which a machine gun can be assembled if such parts are in the possession or under the control of a person.

[1] Agency Chief Executive Official — Chief of Police or County Sheriff

[2] Authorized Official — County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

LAW ENFORCEMENT AGENCY (LEA)
APPLICATION FOR PARTICIPATION

*This application must be updated and resubmitted within 30 days of any changes or on an annual basis

NEW ○ UPDATE ◉ SCREENER ID (Update Only): _____

AGENCY: Travis County Sheriff's Office

PHYSICAL ADDRESS (No P.O. Box): 5555 Airport Blvd, Austin TX 78751

MAILING ADDRESS (If different than above): PO Box 1748

CITY: Austin STATE: TX

ZIP: 78767-1748 EMAIL: _____

PHONE: 512-854-9770 FAX: 512-854-3289

NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 331 LE PART-TIME: 0 RESERVE: 30

SCREENER(S) POC: MUST HAVE AT LEAST ONE

***MAIN POC: Designated POC for calls and emails on 1033 Program requests and property pickup**

SCREENER/MAIN POC: Sgt Bryan Whoolery

SCREENER/POC #2: Sr Deputy Anthony Hostetler

SCREENER/POC #3: Sr Deputy Aaron Marco

SCREENER/POC #4: _____

WEAPON POC (Optional): _____

AIRCRAFT POC (Optional): _____

INVENTORY CHECK

Does the Agency currently have any equipment from the 1208/1033 Program? YES ◉ NO ○

WEAPONS: YES ○ NO ◉ AIRCRAFT: YES ○ NO ◉ WATERCRAFT: YES ○ NO ◉

TACTICAL VEHICLES: YES ○ NO ◉ OTHER CONTROLLED PROPERTY: YES ○ NO ◉ DEMIL A (LESS THAN A YEAR OLD): YES ◉ NO ○

***By signing this application, the Chief Executive Official/Head of Agency (Local Field Office) is aware of 1208/1033 Property currently in the possession of their department.**

***Upon acceptance into the 1033 Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all 1033 Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate.**

CHIEF EXECUTIVE OFFICIAL/: HEAD OF LOCAL AGENCY

Greg Hamilton — PRINTED NAME — **DATE:** Feb 6, 2013

SIGNATURE

STATE COORDINATOR: (NOT REQUIRED FOR FEDERAL)

Skylor Hearn — PRINTED NAME — **DATE:** _____

SIGNATURE

TEXAS 1033 SURPLUS PROPERTY PROGRAM
SUPPLEMENTAL DATA SHEET

Date: Feb 6, 2013

Agency: Travis County Sheriff's Office

Phone: (512) 854-9770 **Alternate Phone:** (512) 854-9769

Fax: (512) 854-3289

Website (if applicable): www.tcsheriff.org

Screener #1: Sgr Bryan Whoolery bryan.whoolery@co.travis.tx.us
RANK / NAME / E-MAIL ADDRESS

Screener #2: Sr Deputy Anthony Hostetler anthony.hostetler@co.travis.tx.us
RANK / NAME / E-MAIL ADDRESS

Screener #3: Sr Deputy Aaron Marco aaron.marco@co.travis.tx.us
RANK / NAME / E-MAIL ADDRESS

Screener #4:
RANK / NAME / E-MAIL ADDRESS

Weapons Officer: Sr Deputy Anthony Hostetler anthony.hostetler@co.travis.tx.us
RANK / NAME / E-MAIL ADDRESS

AGENCY CHIEF EXECUTIVE OFFICIAL[1]

Signature:

Name: Greg Hamilton

Title: Sheriff

Email: greg.hamilton@co.travis.tx.us

AUTHORIZED OFFICIAL[2]

Signature:

Name: Samuel Biscoe

Title: County Judge

Email: sam.biscoe@co.travis.tx.us

[1] Agency Chief Executive Official – Chief of Police or County Sheriff.

[2] Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

Clear

STATE OF TEXAS 1033 PROGRAM
PLANS, POLICIES AND PROCEDURES

PURPOSE:

The purpose of this document is to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property which is transferred pursuant to 10 U.S.C. §2576a and to promote the efficient and expeditious transfer of the property.

AUTHORITY:

The Secretary of Defense is authorized by 10 U.S.C. §2576a to transfer to Federal and State Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counterdrug/counterterrorism activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA).

STAFFING AND FACILITIES:

By authority of the State Governor, the Assistant Director over the Law Enforcement Support Division of the Texas Department of Public Safety is the Texas 1033 Program State Coordinator. The State Coordinator appoints the State Points of Contact (SPOCs) to administer the daily operation of the 1033 Program.

TERMS AND CONDITIONS:

- **Law Enforcement Agency (LEA) Eligibility Criteria:** Must be a "law enforcement activity" whose primary function is enforcement of applicable Federal, State and local laws as defined by the DLA regulation (this is referring to DLA Directive (DLAD) 4160.10 which will be superseded by the One Book) and whose compensated officers have powers of arrest and apprehension.

- **How to Enroll in the State 1033 Program:** LEA must request enrollment via their State Coordinator. LEAs must provide a completed application packet to their State Coordinator. NOTE: Upon request of the Law Enforcement Support Office (LESO), a mission statement will need to be provided along with the datasheet. If the enrollment request is approved by the State Coordinator, it will be forwarded to the LESO. If approved by LESO, the State Coordinator will be contacted and provided with a LEA screener's authorization memo (Authorization Letter for Property Screening and Receiving). Once enrolled, the LEA must acknowledge receipt of the memorandum of understanding (MOU) with the State Coordinator agreeing to the terms and conditions of the 1033 Program. As soon as an agency is properly enrolled, automations screening may be conducted through the Defense Reutilization and Marketing Office (DRMO) website. The State Coordinator's office must provide the LEA with their login identification number for this application.

- **LEA Screener Criteria:** Must be full-time and/or part-time, sworn and/or non-sworn officers assigned to the LEA performing this duty. LEAs are allowed a maximum of four (4) screeners

per agency. A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time.

- **Identification/Acquisition/Transportation of Property:** LEAs find needed property electronically through the Defense Reutilization and Marketing Service (DRMS) website: www.drms.dla.mil or by physically visiting the nearest DRMO. Once property has been identified, LEAs submit a manual or electronic DRMS Form 103 to the State Coordinator. The State Coordinator approves/disapproves the request. If approved, it is sent to the LESO. If approved it goes to Military Standard Requisitioning and Issue Procedures (MILSTRIP) or a manual DD Form 1348 is sent to the State Coordinator. It is the responsibility of the State/LEA to transport requested property from the DRMOs to their location. DLA will not fund the transportation cost.

- **Storage of Property:** Unless the State is authorized as a distribution center, it will be the gaining LEA responsibility to store property received through the 1033 Program. Distribution centers should only hold property for their specific customers not more than 90 days. After that date, disposition should be requested, in writing, from the LESO, via their State Coordinator.

- **Distribution of Property:** LESO will approve property request in the following priority: counterdrug/counterterrorism and then any other law enforcement activities.

- **Security of Property:** It is the responsibility of the gaining State/LEA to safeguard all property received through the 1033 Program. Should any property become lost due to theft, destruction or unauthorized sale/disposal, this information must be forwarded to the State Coordinator within seven (7) working days after the incident. The State Coordinator will contact the LESO for additional guidance.

- **Accountability of Property:** Each LEA and the State must maintain records for all property acquired through the 1033 Program. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved Bureau of Alcohol, Tobacco and Firearms (ATF) Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1), and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statutes and regulations for the program and this property.

- **Establish Inactive File:** As of October 1, 2003, the LESO will institute a five (5) year file retention policy. This policy will state that LESO will maintain active files for two (2) years and inactive files for three (3) years. After five years, the files are destroyed with the exception of DEMIL code B through Q, sensitive items and $20,000 or more high dollar items.

- **Utilization of Property:** Property received through the 1033 Program must be placed into use within one (1) year of receipt and utilized for a minimum of one (1) year, unless the condition renders it unusable. If property is not placed in use within one (1) year of receipt, it must be

transferred to another authorized agency, or returned to a DRMO. Property returns/turn-ins must be coordinated through the applicable State Coordinator and LESO.

- **State Compliance Reviews:** The State Points of Contact will inspect *at a minimum* 10% of the active agencies to ensure property accountability and proper use of equipment. All law enforcement agencies maintaining sensitive property will submit a written accountability statement detailing property type and serial numbers on the anniversary date of their Authorization Letter for the program.

- **Transfer of Property:** LEAs must coordinate, in writing, transfer of 1033 property through their State Coordinator. The State Coordinator will request final approval from the LESO. Property may be transferred within the State or between States as long as it is properly coordinated with the State Coordinator and LESO. If approved a "LESO transfer approval memo" will be sent to the State Coordinator. For more information regarding these items, view the following links:

  Defense Demilitarization and Trade Security Controls (TSC) Program
  www.demil.osd.mil

  Military Critical Technologies List
  www.dtic.mil/mctl

  Critical Federal Supply Class (FSC) and Buzz words
  www.drms.dla.mil/drms/internal/demil/CriticalBuzzKeyPt.pdf

  Flight Safety Critical Aircraft Parts (FSCAP)
  www.drms.dla.mil/drms/internal/demil/FSCAP.pdf

- **Disposal of Property:** LEAs must request approval, in writing, from their State Coordinator before any 1033 property is disposed. The State Coordinator will request final approval from the LESO. If approved a "LESO disposal approval memo" will be sent to the State Coordinator. Only DEMIL codes A, B and Q may be approved for disposal. Items with DEMIL codes of C, D, E, F, G and P must be transferred to an authorized agency or must be returned to a DRMO when no longer needed. Costs incurred for transfers, disposals or turn-ins will be borne by the State/LEA.

  - **DEMIL code A:** does not require demilitarization and may be disposed after obtaining State Coordinator and LESO approval.

  - **DEMIL code B:** does not require demilitarization and may be disposed or returned to a DRMO. If disposed, it must be in accordance with TSC (see DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII).

  - **DEMIL code Q:** does not require demilitarization and may be disposed or returned to a DRMO. If disposed, it must be in accordance with Commerce Control List Items (CCLI) disposition requirements (see DOD 4160.21-M, Defense Material Disposition

Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII).

- Specific Requirements for disposal of Munitions Lists Items (MLI)/CCLI (DEMIL codes B and Q) excerpt from DOD 4160.21-M:

  - Before disposing of MLI/CCLI property, Federal and State agencies must consider the export control requirements as promulgated by the Department of State, Department of Commerce and the Treasury Department, as applicable. Disposal methods shall ensure that appropriate safeguard requirements are in place prior to disposal. These will include, but are not limited to:

    - Notification of export control requirements to the end-user;

    - Exclusion of individuals, entities or countries who are excluded from Federal programs by the General Services Administration (GSA);

    - Exclusion if delinquent on obligations to the U.S. Government or are debarred or suspended from DOD contracts;

    - Exclusion if currently suspended for TSC violations;

    - Exclusion if subject to denial, debarment or other sanctions under public law.

- **DEMIL codes C, D, E, F, G and P:** require demilitarization and must be returned to a DRMO. The State Coordinator must obtain the LESOs approval for equipment returns.

  - LESO will provide turn-in documentation (DD Form 1348-1A). With few exceptions, the State/LEA will be asked to coordinate the turn-in with a local DRMO. The State/LEA informs LESO which DRMO has agreed to accept the turn-in. LESO will then provide turn-in documentation to the accepting DRMO. Upon receipt of the turn-in documentation, the LEA must return the property to the specified DRMO. The DRMO personnel receiving the materials will sign the turn-in document and give the LEA a copy of the signed receipt paperwork. This receipt paperwork must be maintained in the LEA's files and a copy of the receipt must be forwarded to the State Coordinator for their files. (see DOD 4160.21-M, Defense Material Disposition Manual; DOD 4160.21-M-1, Defense Demilitarization Manual; DRMS-I 4160.14, Volume VII for DEMIL rules).

- **Training:** The State Coordinator, State Points of Contact and LEAs should be trained/familiar with guidance on the following websites:

  ABCs of DEMIL
  www.hr.dla.mil/dtc/coursecatalog/PD/abcdmil.htm (knowledge of demilitarization codes)

  DLA Operations
  www.dla.mil (DLA handbook)

  LESO Operations
  www.dla.mil/j-3/leso (1033 Program/Automation training guides)

  DRMS Operations
  www.drms.dla.mil (automation requisitioning process/procedures)

THE STATE WILL:

a. Receive applications for participation in this program from its law enforcement activities and validate with signature, their law enforcement mission prior to forwarding to LESO for approval as an authorized LEA. Once the approval process is completed and the agency is loaded in the DRMS automated requisitioning system, provide enrolled LEAs with their LEA ID number so they may request materials on-line.

b. Forward requests to LESO for excess property that is necessary to meet requirements for LEA efforts. Assure the recipient LEA is identified on all requisitions.

c. Be responsible for the transfer and/or allocation of property to qualified LEAs.

d. Assure the LEAs agree to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.

e. Control and maintain accurate records on all property obtained under this plan. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved ATF Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1) and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statues and regulations for the program and this property.

f. Enter into agreements with LEAs to assure they fully comply with the terms, conditions and limitations applicable to property transferred pursuant to this plan/program.

g. Allow a maximum of four (4) screeners, full-time and/or part-time, sworn and/or non-sworn officers, per LEA performing this duty. The screeners must be named in a "letter of authorization/datasheet" provided to the LESO, to be updated as changes occur, or whenever LESO requests an update. A weapons point of contact (POC) fulltime officer must be included on the "letter of authorization/datasheet" for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time.

h. Assure that all environmentally regulated property is handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.

i. Assure that the following weapons are registered with the U.S. Treasury Department's ATF: M14, M16, M21 and M79. The State and each LEA must comply with all applicable firearm laws and regulations. Report all stolen or unaccounted for weapons to DLA, LESO not later than seven (7) working days after it is discovered. The State Coordinator must provide a weapon POC on all LEA data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. Maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles issued to State/LEA.

j. Identify to LESO each request that will be used in counterdrug/counterterrorism activities.

k. Ensure LEAs are aware of their responsibilities in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7). Assist LEAs by providing information, as required, for audit submission. Assist LEAs by identifying which property oversight agency the audit information must be submitted to.

l. Review and update State Plan of Operation annually (calendar year) or when the Governor-appointed State Coordinator changes or Governor changes. If there are no changes to the State Plan of Operation send a signed letter/email to the LESO indicating that the plan has been reviewed and no changes were necessary.

m. Ensure all LEAs enrolled in the State 1033 Program maintain a current copy of the State Plan of Operation or MOU.

n. Conduct periodic reviews of each LEA enrolled in the program, to include physical inventory/spot checks, of property received and any related records. Additionally, ensure LEAs are in compliance with applicable Memorandum of Agreement (MOA)/MOU and/or the State Plan of Operation. These reviews must be documented and maintained by the State Coordinator for future LESO compliance reviews.

o. Obtain reconciliation reports from the LESO website and conduct monthly reconciliations on all items received and annual reconciliations for high dollar items (items valued over $20,000) and Demil B-Q items between the State/LEA and LESO.

p. Ensure serial/tail numbers are provided to LESO on items such as peacekeepers/armored personnel carriers (APCs), aircraft, night vision goggles (NVGs)/sights and weapons.

q. Validate and certify LEA inventory reconciliation results electronically and forward them to LESO within 10 working days of the monthly or annual reconciliation process. Maintain a signed copy of all property reconciliation documentation received through the 1033 Program.

r. Submit requests for property returns (turn-ins to a DRMO) to LESO. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.

s. Submit disposal, transfer and inventory adjustment requests to LESO.

t. Contact the LESO in writing not later than 30 calendar days prior, to a State Coordinator change.

u. All property transfers will cease if no current Governor's letter is on file; the State has not signed the MOA with DLA; the State Coordinator or POC does not validate all property requests and there is no State Plan of Operation on file.

THE LAW ENFORCEMENT AGENCY WILL:

a. Submit applications for participation in this program to the State Coordinator for approval. Upon request from the State Coordinator or LESO provide a mission statement.

b. Submit requests for property (electronically). Provide justification for all requisitions to the State Coordinator.

c. Agrees to maintain, at no expense to the U.S. Government, adequate liability and property damage insurance coverage and workmen's compensation insurance to cover any claims.

d. Control and maintain accurate records on all property obtained under this plan. These records must provide an "audit trail" for individual items of property from receipt to distribution. These documents include but are not limited to the following: DRMS Form 103 with all justifications or printouts of automated requests, DD Form 1348 (receipt and turn-in), all disposal and transfer paperwork, approved ATF Form 10s, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC-Form 8050-1) and any pertinent paperwork through the LESO. The records maintained must also satisfy any and all pertinent requirements under its applicable State statutes and regulations for the program and this property.

e. Comply with the terms, conditions and limitations applicable to property transferred pursuant to this plan/program.

f. Allow a maximum of four (4) screeners, full-time and/or part-time, sworn and/or non-sworn officers, per LEA performing this duty. The screeners must be named in a "letter of authorization/datasheet" provided to the LESO, to be updated as changes occur, or whenever LESO requests an update. A weapons POC fulltime officer must be included on the "letter of authorization/datasheet" for any LEAs that have received or are requesting weapons. NOTE: A maximum of two (2) of the authorized screeners may physically screen at any DRMO at one time. Appoint a Property Accountable Officer responsible for approving/disapproving all property requests and maintaining all records for property received that are accountable.

g. Assure that all environmentally regulated property handled, stored and disposed of in accordance with applicable Federal, State and local environmental laws and regulations.

h. Assure that the following weapons are registered with the U.S. Treasury Department's ATF: M14, M16, M21 and M79. Recipients must comply with all applicable firearm laws and regulations. Report all stolen or unaccounted for weapons to LESO through the State Coordinator not later than seven (7) working days after the incident has occurred. The LEA must provide a weapon POC on all data sheets. All weapon transfers between LEAs must be approved by the LESO before it is completed. LEA must maintain an approved copy of the ATF Form 10 for all M14, M16, M21 and M79 rifles received.

i. Identify to LESO each request that will be used in counterdrug/counterterrorism activities.

j. LEAs enrolled in the State 1033 Program must maintain a copy of the State Plan of Operation or MOU.

k. LEAs must be aware of their responsibilities under the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7).

l. Conduct periodic reviews to include physical inventory/spot checks of actual property and related records. Ensure compliance with applicable MOA/MOU and/or the State Plan of Operation.

m. Obtain reconciliation reports from the State Coordinator and conduct monthly and annual reconciliations. Provide reconciliation results to the State Coordinator.

n. Ensure serial/tail numbers are provided to the State Coordinator on items such as peacekeepers/APCs, aircraft, NVGs/sights and weapons.

o. Conduct inventory reconciliations and provide inventory reconciliation results electronically to the State Coordinator within 10 working days of the monthly or annual reconciliation process. Maintain a signed copy of all property reconciliation documentation received through the 1033 Program.

p. Submit requests for property returns (turn-ins to a DRMO) to the State Coordinator. Note: Costs of shipping or repossession of the property by the U.S. Government will be borne by the LEA.

q. Submit disposal, transfer and inventory adjustment requests to the State Coordinator.

r. Contact the State Coordinator, in writing, not later than 30 days prior, when property accountable officer changes.

TERMINATION CRITERIA: An LEA may be terminated from the program *either temporarily or permanently* by the State Coordinator for failure to comply with any policy governing the program. A termination notice will be provided via certified mail from the State Coordinator's office.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Skylor Hearn
Assistant Director
Texas Department of Public Safety
Texas 1033 State Coordinator

AGENCY NAME:

AGENCY CHIEF EXECUTIVE OFFICIAL:

Signature

Greg Hamilton, Sheriff
Name / Title

Feb 6, 2013
Date

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MEMORANDUM
from
William C. Blount

TO: Travis County Judge and County Commissioners
Board of Directors of
Travis County Housing Finance Corporation

DATE: February 13, 2013

RE: Consideration of request to provide loans for developers of multifamily residential tax credit properties in the 2013 9% tax credit round

Agenda Date: February 19, 2013

Several developers have contacted the housing finance corporation staff regarding the possibility of the corporation and/or Travis County providing loans to the developers in order to assist the developers with obtaining additional points in the very competitive tax credit application process administered by TDHCA.

9% Tax Credit System

The 9% tax credit program is a Federal government program available to developers of affordable housing in their efforts to provide housing to low income residents. Essentially, a developer is awarded tax credits which it can then sell (or syndicate) in exchange for equity contributions which provide a portion of the funds to acquire and construct the project. In Texas, TDHCA administers the program and publishes a Qualified Allocation Plan ("QAP") to set forth the rules on which it will base its awarding of 9% tax credits in Texas. The process is quite competitive and this year, the region which includes Travis County is expected to generate 18 applications with only 2 applications expected to be awarded tax credits (3 is possible but not likely). TDHCA's plan sets out the standards which it will apply to award applicants points for various aspects of their project, such as sponsor characteristics, low-income set asides, tenant services, proximity to schools, community support, etc. The full QAP is online at http://www.tdhca.state.tx.us/multifamily/htc/docs/13-QAP.pdf.

A revised criteria for obtaining points this year is the provision of development funding by

a unit of general local government. Essentially, an applicant may gain a relatively large number of points by obtaining local support in the form of a development loan from the local government. For a proposed project in the county but outside of any city limits, that support can come from an entity such as TCHFC. For a project inside of a city, that support can come from the city or the county government.

Developer Proposal

The developer proposal is for the developer to pledge a certificate of deposit or similar cash collateral to the governmental entity (the County or TCHFC) providing the loan, therefore there would be no risk to TCHFC or the County of nonpayment. The loan would be for a stated term of 5 years, however, these loans are generally repaid within 30 to 180 days of the developer closing on its funding and it is not anticipated that the loan would be outstanding for longer than 180 days. It is anticipated that the developer would pay an application fee, pay for all costs (legal, etc.) of documenting the loan and pay an origination fee in order to obtain the loan.

Tax Credit applications from the developers are due to TDHCA on March 1. The developers at this point would only need a letter stating that the developer has applied for funding. However, the staff does not want to provide the confirmation letter if the loan program is something that neither the Commissioners Court nor the Board of TCHFC desire to establish. The actual loan transaction would occur in August. The loans would only be made to developers who received allocation from TDHCA so, while TCHFC has received 3 inquiries from developers, there will not be 3 loans made.

cc: Karen Thigpen
Andrea Shields
John Hille

Project Name	Address	City	Population Served	# of Units	Unit Types	% of AMI	Approximate Loan Amount
Windy Ridge Apartment Homes	10910 Ranch Rd 620	Austin (Unincorp)	Family/Vets	120	1, 2, 3BR	30, 50 & 60%	$1,800,000
Cottages at Wildhorse Creek	11725 Murchison St	Manor	Family	80	1, 2, 3BR	30, 50 & 60%	$66,000
The Hills of Pflugerville	Colorado Sands Dr	Pflugerville	Seniors	117	1, 2 BR	30, 50 & 60%	$425,000

PROMISSORY NOTE

$xxx ►◄ ►◄2013

FOR VALUE RECEIVED, Travis County Housing Finance Corporation ("*Maker*"), promises to pay to the order of ►◄ ("*Payee*"), at ►◄, or such other address as Payee may from time to designate, the sum of xxxxxxxx DOLLARS ($XXX) in legal and lawful money of the United States of America, together with interest thereon from date hereof at the rates describe below. Interest shall be computed on the basis of a 365 day year.

The interest rate due under this promissory note (the "*Note")* shall be equal to the lesser of (i) the Applicable Federal Rate or (ii) the Maximum Lawful Rate. The Applicable Federal Rate shall be determined on the date hereof. After maturity (whether by demand, acceleration or otherwise) until paid, interest shall accrue on the matured principal and accrued, but unpaid, interest at an annual rate equal to the Maximum Lawful Rate. Interest shall be computed on the basis of a 365 day year.

The term "Applicable Federal Rate," means the interest rate as provided by the Internal Revenue Service in Revenue Ruling 2012-20 that is effective as of the date hereof. The Applicable Federal Rate as of the date hereof is 0.24% per annum.

The term "Maximum Lawful Rate," means the greater of (i) the highest rate permitted by applicable Texas or United States law, or (ii) an annual rate equal to the weekly ceiling determined in accordance with the computation specified in the Texas Finance Code, as amended, as such weekly ceiling is in effect from time to time, but in no event greater than eighteen (18%) percent annually. Unless precluded by law, changes in the Maximum Lawful Rate created by statute or governmental action during the term of this Note shall be immediately applicable to this note on the effective date of such changes.

This promissory note (the "Note") is due and payable as follows, to-wit:

All principal and interest thereon shall begin to accrue on the Funding Date (as defined in that certain Term Loan Agreement between Maker and Payee dated as of ►◄) and shall be due and payable upon the Maturity Date defined in that certain Term Loan Note as of ►◄ from ►◄ to Maker.

Payment of this Note is secured by, and the holder of this Note is entitled to the benefits of, all deeds of trust, mortgages, security agreements, assignments, lien instruments, guaranties, endorsements, or other agreements (the "*Collateral Agreements*") executed or created by any person or entity (including but not limited to Maker) to secure payment of this Note. Without limiting the foregoing, the Collateral Agreements include:

An Assignment and Pledge Agreement executed of even date herewith by Maker and ►◄ in favor of Lender.

If default occurs in the payment of any principal or interest when due hereunder, or upon the occurrence of any default or failure to perform any covenant, agreement or obligation to be performed under any Collateral Agreements, or upon Maker's insolvency or business failure, the appointment of a receiver of all or any part of Maker's property, an assignment for the benefit of creditors of Maker, a calling of a meeting of creditors of Maker, the commencement of any proceeding under any bankruptcy, insolvency or debtor relief laws by or against Maker or any guarantor or surety for Maker, the holder hereof may, at its option, declare the entirety of this Note, principal and interest, immediately due and payable, and pursue any and all other remedies available to it at law or in equity, but failure to do so at any time shall not constitute a waiver of such holder's right to do so at any other time. Failure to exercise this option upon any default shall not constitute a waiver of the right to exercise it in the event of any subsequent defaults.

Upon default in the payment of this Note or upon default in the performance of or compliance with any of the terms of any of the Collateral Agreements, and after any notice and grace required by this Note, at the option of Payee, the unpaid balance of this Note shall be matured, and if Maker defaults in the prompt payment of this Note when due or declared due, and this Note is placed in the hands of an attorney for collection, or suit is brought on the Note, or the Note is collected through probate, bankruptcy or other judicial proceedings, then Maker, jointly and severally if more than one, agrees and promises to pay all reasonable attorney's fees, court costs and collection expenses incurred by Payee.

If at any time and from time to time Payee is prevented from collecting the rate of interest and the fees specified in this Note by applicable law or governmental regulation, Payee shall be entitled to recoup the amount it would have otherwise been able to collect (the "*Recoupment Amount*") during such period when the recoupment will not violate applicable law or regulation (the "*Recoupment Period*"). During each Recoupment Period, Maker shall continue to pay the Maximum Lawful Rate until there has been paid under this Note, in addition to the interest at the applicable rate specified herein during such Recoupment Period, an amount equal to the Recoupment Amount. Interest collected by Payee during each Recoupment Period shall first be applied to payment of current interest due at the applicable rate specified in this Note and any remaining interest collected shall be applied to the Recoupment Amount. When Payee has recouped all of the Recoupment Amount, the interest rate payable by Maker shall revert to the applicable rate specified in this Note. In no event, however, shall the interest rate charged hereunder ever exceed the Maximum Lawful Rate and in the event of any prepayment of this Note, only that portion of the Recoupment Amount which has been earned through the date of prepayment shall be payable.

Upon default in the payment of this Note or in the performance of any obligation contained in any Collateral Agreements, and after any notice and grace required by this Note, this Note and all obligations contained in any Collateral Agreements shall become immediately due at the election of Payee. Maker and each surety, endorser, guarantor and any other party liable for payment of this Note, in whole or in part, hereby severally: (i) waive demand, presentment for payment, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration, dishonor, and all other waivable notices, and diligence in collecting this Note or enforcing any of the Collateral Agreements; (ii) agree to any substitution, subordination, exchange or release of any party primarily or secondarily liable for payment of

this Note; (iii) agree that Payee shall not be required first to institute suit or exhaust Payee's remedies against Maker or others liable for payment of this Note or performance under any Collateral Agreement; and (iv) consent to any extension or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice to any of them, Payee's failure to exercise Payee's option to accelerate upon any default shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

Limitation of Interest: Maker confirms that Maker is not aware of any violation of applicable usury laws related to this note or any Collateral Agreement. The parties intend to conform strictly to the applicable usury laws and, to induce Payee to make a loan to Maker, Maker agrees that:

All existing or future agreements and transactions between Maker and the Payee are expressly limited so that under no circumstance shall the amount of Interest, as defined below, exceed the maximum legal rate allowed by applicable law.

If, under any possible construction of this Note or any Collateral Agreement, Excess Interest, as defined below, would otherwise be payable, any Excess Interest shall be automatically, as of the date of charging or payment, applied to a reduction of the principal balance of this Note and not to the payment of interest, or if the Excess Interest exceeds the unpaid principal balance of this Note it shall be refunded to Maker, and this Note and/or the Collateral Agreement shall be automatically reformed to reduce the Interest payable to the maximum legal rate without the necessity of execution of an amending document.

If Maker discovers that this Note or any of the Collateral Agreements may violate any applicable usury law, Maker shall notify Payee of the alleged violation and shall give Payee sixty days to cure the violation. During the sixty day notice and cure period, Maker shall not prosecute any claim or defense based upon a violation of applicable usury laws.

To the extent not prohibited by law, all Interest shall be amortized, prorated and spread, in equal parts, over the full stated term of this Note so that the actual rate of Interest is uniform through the term of this note.

"*Excess Interest*" shall mean all interest or fees charged, collected, or received in excess of the maximum legal rate of interest, including, but not limited to, those arising due to acceleration of maturity, late fees, prepayment, or demand for prepayment.

For purposes of this Limitation of Interest section, and only this section, the term "Interest" shall be all inclusive and shall mean the amount of interest contracted for, charged, or received by Payee from Maker, or any third party, for the use, forbearance, or detention of the principal of this Note.

If any installment becomes overdue for more than five (5) days, at Payee's option, five percent (5%) of the overdue installment amount will be charged ill order to defray the expense of handling the delinquent payment.

Maker may prepay all or any part hereof at anytime without penalty, and interest shall immediately cease on all amounts so prepaid. All prepayments shall be applied first to accrued but unpaid interest, the balance to installments due hereon in inverse order of maturity.

This Note shall be governed by and construed in accordance with the laws of the State of Texas.

THIS NOTE AND THE INSTRUMENTS BEING EXECUTED ALONG WITH IT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

BALLOON WARNING

This loan is payable in full at maturity. Maker must repay the entire principal balance of the loan and unpaid interest then due. Payee is under no obligation to refinance the loan at that time. Maker will therefore, be required to make payment out of other assets that Maker may own, or Maker will have to find another lender, which may be Payee, willing to lend Maker the money to pay the loan. If Maker refinances this loan at maturity, Maker may have to pay some or all of the closing costs normally associated with a new loan even if Maker obtains refinancing from Payee.

MAKER:
TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: _____
Name:
Title:

EXHIBIT "B"

The Agreement has been released and the original certificate, or passbook or other evidence of the Collateral (if any) has been returned to Debtor.

►◄

By: _____
Title: _____

TERM LOAN AGREEMENT

_____ Bank
Austin, Texas

Ladies and Gentlemen:

The undersigned, Travis County Housing Finance Corporation (the *"Borrower*"), has concurrently herewith borrowed from _____ Bank (the "*Lender*") the sum of LOAN AMOUNT ($xxxxxxxxxx) (the "*Loan*"), payable on the Funding Date (as hereinafter defined) as evidenced by that certain Term Loan Note of the Borrower bearing even date herewith payable to the order of Lender (the "*Note*") in said principal amount and expressed to mature and to bear interest as set forth in, and otherwise in the form of, the note attached hereto as Exhibit A. The Borrower executes and delivers this Agreement to set forth and confirm the terms and conditions applicable to the Note and the covenants, agreements, representations and warranties of the Borrower made in connection therewith:

SECTION 1. PAYMENTS.

Section 1.1. Prepayments. The Borrower shall have the privilege of prepaying the Note in whole or in part at any time and from time to time. All such prepayments shall be made upon not less than one (1) bank business day's prior notice to the Lender. Each prepayment shall be made by the payment of the principal amount to be prepaid and accrued interest thereon to the date fixed for prepayment.

Section 1.2. Payment of Fees. The Borrower shall pay to the Lender on the date hereof (the "*Closing Date*"), an amount equal to 1% of the original principal amount of the Loan (the "*Lender Fees*").

Section 1.3. Place and Application of Payments. The Borrower hereby agrees to make all payments of the Lender Fees, the principal and interest and all other amounts payable hereunder and under the Note (collectively, the "*Obligations*") promptly when due and such amounts due to the Lender under the Note shall be paid in accordance with the Note and any amounts due to the Lender's attorney for fees and expenses incurred in connection with the Loan shall be paid to such attorney on the Closing Date. All such payments shall be made in lawful money of the United States of America, in immediately available funds at the place of payment, without set-off or counterclaim and without reduction for, and free from, any and all present or future taxes, levies, imposts, duties, fees, charges, deductions, withholdings, restrictions or conditions of any nature imposed by any government or any political subdivision or taxing authority thereof.

Section 1.4. The proceeds of the Loan shall be payable by the Lender to the Borrower upon the demand of the Borrower on any business day on or before ►◄, 2013 (the "*Funding Date*"); provided, however, that ►◄, a Texas limited partnership ("►◄") has deposited collateral into the Account (as defined in the Bank Agreement) on or prior to the Funding Date pursuant to paragraph 4 of the Bank Agreement.

SECTION 2. SECURITY.

Section 2 .1. Collateral Documents. For the benefit of the Lender, as security for the payment of the Obligations, including without limitation, all principal of and interest on the Note, the Borrower and ►◄ hereby grant the Lender a lien on and security interest in the Account (as defined in the Bank Agreement), in each case whether now owned or existing or hereafter created, acquired or arising and has concurrently herewith executed and delivered that certain Assignment and Pledge Agreement, dated as of the Closing Date (the "*Bank Agreement*"), among ►◄ the Borrower and the Lender, granting the Lender a lien on and security interest in the Account.

Section 2.2. Further Assurances. The Borrower covenants and agrees that it shall comply with all of the terms and conditions of the Collateral Documents (as hereinafter defined) and that it shall, at any time and from time to time as requested by the Lender, execute and deliver such further instruments and do such other acts as the Lender may deem reasonably necessary or desirable to provide for or protect or perfect the lien and security interest of the Lender in the collateral security granted thereby.

SECTION 3. REPRESENTATIONS AND WARRANTIES.

The Borrower represents and warrants to the Lender as follows:

Section 3.1. The Borrower is duly organized, validly existing, and in good standing under the laws of the State of Texas and is duly licensed or qualified and in good standing in all jurisdictions wherein the nature of its activities or business conducted or property owned or leased by it requires such qualification or licensing. The Borrower is in full compliance with the terms of this Agreement and has full right, power, and authority to enter into this Agreement, to borrow the sum evidenced by the Note, to grant a lien on and security interest in its property pursuant to the Collateral Documents, and to perform each and all of the matters and things provided for in this Agreement, the Note and the Collateral Documents. The execution and delivery of this Agreement, the Note and the Collateral Documents, and the observance and performance of any of the matters and things herein or therein set forth, will not violate or contravene any provision of law or of the organizational documents of the Borrower, or to the Borrower's knowledge of any indenture, loan agreement or other agreement of or affecting the Borrower or any of its property.

Section 3.2. There is no litigation or governmental proceeding pending, nor to the Borrower's knowledge threatened, against the Borrower which, if adversely determined, would result in any material adverse change in the financial condition or properties, business or operations of the Borrower. All tax returns required to be filed by the Borrower in any jurisdiction have, in fact, been filed, and all taxes, assessments, fees, and other governmental charges upon the Borrower or upon any of its property, income, or franchises, which are shown to be due and payable in such returns, have been paid. The Borrower does not know of any proposed additional tax assessments against it for which adequate provisions in accordance with generally accepted accounting principles have not been made on its books and records. Adequate provisions in accordance with generally accepted accounting principles for taxes on the books of

the Borrower have been made for all open years, and for its current fiscal year. No authorization, consent, license, or exemption from, or filing or registration with, any court or governmental department, agency or instrumentality, is or will be necessary to the valid execution, delivery or performance by the Borrower of this Agreement, the Note or the Collateral Documents.

Section 3.3. The Borrower is not a party to any contracts or agreements with any of its Affiliates (as defined herein) on terms and conditions which are less favorable to the Borrower than would be usual and customary in similar contracts or agreements between persons or entities not affiliated with each other.

Section 3.4. The Borrower is in compliance in all material respects with all applicable local, state and federal environmental, health and safety statutes and regulations, and, to its knowledge, has not acquired, incurred or assumed, directly or indirectly, any material contingent liability in connection with the release of any toxic or hazardous waste or substance into the environment. The Borrower is not the subject to any evaluation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Specified Amendments and Reauthorization Act of 1986,42 U.S.C. §9601 et seq.

Section 3.5. No Event of Default or Default (as hereinafter defined) has occurred and is continuing.

Section 3.6. The Borrower understands that neither the Lender nor any person representing the Lender has made any representation to it, or accepts any responsibility, with respect to whether the Loan or the Note qualifies Playa del Pueblo for the award of certain points by the Texas Department of Housing and Community Affairs pursuant to its Housing Tax Credit Program Qualified Allocation Plan and Rules.

SECTION 4. COVENANTS.

From and after the date hereof and so long as any amount remains unpaid on the Note, except to the extent compliance in any case or cases is waived in writing by the Lender, the Borrower hereby covenants and agrees with the Lender as follows:

Section 4.1 . Maintenance of Business. The Borrower shall preserve and keep in force and effect all licenses and permits necessary to the proper conduct of its business.

Section 4.2. [intentionally deleted].

Section 4.3. Taxes. The Borrower shall duly pay and discharge all taxes, assessments and governmental charges upon or against the Borrower or against any of its property before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith by appropriate proceedings.

Section 4.4. [intentionally deleted].

Section 4.5. [intentionally deleted].

SECTION 5. EVENTS OF DEFAULT AND REMEDIES.

Section 5.1. Anyone or more of the following shall constitute an "Event of Default" hereunder:

(a) default in the payment when due (whether by lapse of time, acceleration, or otherwise) of any principal of or interest on the Note or any fee, charge, obligation or other amount payable hereunder of the Borrower to the Lender, which such default is not remedied within ten (10) business days after the due date;

(b) default in the observance or performance of any of the covenants set forth in Section 4 hereof or in any of the Collateral Documents which such default is not remedied within thirty (30) days after notice to the Borrower by the Lender;

(c) default in the observance or performance of any other provision hereof which is not remedied within thirty (30) days after notice thereof to the Borrower by the Lender;

(d) monetary default shall occur under any evidence of indebtedness issued, assumed or guaranteed by the Borrower or under any indenture, agreement or other instrument under which the same may be issued, and such default shall continue for a period of time sufficient to permit the acceleration of the maturity of any such indebtedness, or any such indebtedness shall not be paid when due (whether by demand, lapse of time, acceleration or otherwise) subject to applicable notice, grace and cure periods;

(e) any representation or warranty made by the Borrower herein, or made by the Borrower in any statement or certificate furnished by it pursuant hereto, proves untrue in any material respect as of the date of the issuance or making thereof;

(f) dissolution or termination of existence of the Borrower;

(g) the Borrower becomes insolvent or bankrupt, or bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or laws for the relief of debtors are instituted against the Borrower and are not dismissed within ninety (90) days after such institution, or a decree or order of a court having jurisdiction in the premises for the appointment of a trustee, receiver or custodian for the Borrower, or for the major part of its property is entered and the trustee, receiver or custodian appointed pursuant to such decree or order is not discharged within ninety (90) days after such appointment; or

(h) the Borrower shall institute bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or laws for the relief of debtors or shall consent to the institution of such proceedings against it by others or to the entry of any decree or order adjudging it bankrupt or insolvent or approving as filed any petition seeking reorganization under any bankruptcy or similar law or shall apply for or shall consent to the appointment of a

receiver, trustee or custodian for it or for the major part of its property or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts as they mature or shall take any corporate action in contemplation or in furtherance of any of the foregoing purposes.

Section 5.2. When any Event of Default described in subsections 5.l(a) to 5.1(h) has occurred and is continuing, the Lender may, by notice to the Borrower, declare the Obligations, including without limitation, the principal of and the accrued interest on the Note to be forthwith due and payable, and thereupon the Note, including both principal and interest, and all fees and charges payable hereunder shall be and become immediately due and payable without further demand, presentment, protest or notice of any kind.

SECTION 6. DEFINITIONS.

The following terms when used herein shall have the following meanings, such terms to be equally applicable to both the singular and plural forms of the terms defined:

"*Affiliate"* shall mean any person, firm, corporation or entity (herein collectively called a "Person") directly or indirectly controlling or controlled by, or under direct or indirect common control with, another Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

"*Collateral Documents*" means the Bank Agreement and any security agreements, assignments, mortgages, deeds of trust, financing statements and other documents as shall from time to time secure the Note and the obligations of the Borrower hereunder.

"Event of Default" shall mean any event or condition identified as such in Section 5.1 hereof and the term "Default" shall mean any event or condition which constitutes an Event of Default.

Capitalized terms defined elsewhere in this Agreement shall, unless otherwise specified, have the meanings so ascribed to them in all provisions of this Agreement.

SECTION 7. MISCELLANEOUS.

Section 7.1. Holidays. If any payment hereunder or under the Note becomes due and payable on a day which is not a bank business day, the due date of such payment shall be extended to the next succeeding bank business day on which date such payment shall be due and payable. In the case of any payment of principal falling due on a day which is not a bank business day, interest on such principal amount shall continue to accrue during such extension at the rate per annum then in effect, which accrued amount shall be due and payable on the next scheduled date for the payment of interest.

Section 7.2. No Waiver, Cumulative Remedies. No delay or failure on the part of the Lender or on the part of the holder of the Note in the exercise of any power or right shall operate as a waiver thereof or as an acquiescence in any Default, nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right. The rights and remedies hereunder of the Lender and of the holder of the Note are cumulative to, and not exclusive of, any rights or remedies which any of them would otherwise have. All of the covenants, warranties and representations of the Borrower herein shall be in addition to and cumulative of all other covenants, representations and warranties of the Borrower contained in, or provided for in, any other instrument or document now or hereafter executed and delivered by the Borrower to or in favor of the Lender.

Section 7.3. Amendments, Etc. No amendment, modification, termination or waiver of any provision of this Agreement, the Bank Agreement or of the Note nor consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be in writing and signed by the Lender and the Borrower. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

Section 7.4. Costs and Expenses. The Borrower agrees to pay on demand all reasonable costs and expenses of the Lender incurred by the Lender in connection with an Event of Default or the enforcement of this Agreement, the Note, the Collateral Documents and the other instruments and documents to be delivered hereunder and in preserving or protecting or exercising the rights of the Lender hereunder or thereunder or with respect to any collateral security for the Note or other liabilities and in connection with any action, suit or proceeding brought against the Lender by any person or entity which arises out of the transactions contemplated hereby or thereby or out of any action or inaction by the Lender hereunder or thereunder, including all of the foregoing incurred in any bankruptcy, arrangement or reorganization proceeding involving the Borrower.

Section 7.5. Stamp Taxes. The Borrower agrees to pay on demand any documentary, stamp or similar taxes payable in respect of this Agreement or the Note, including interest and penalties, in the event any such taxes are assessed, irrespective of when such assessment is made and whether or not any credit to it is then in use.

Section 7.6. Survival of Representations. All representations and warranties made herein or in certificates given pursuant hereto shall survive the execution and delivery of this Agreement and of the Note and shall continue in full force and effect with respect to the date as of which they were made as long as any credit is in use or available hereunder.

Section 7.7. Payments. The Borrower will promptly and punctually pay the principal of and interest on the Note without presentment of the Note and without any notation of any such payment being made on the Note.

Section 7.B. Addresses for Notices. All communications provided for herein shall be in writing and shall be deemed to have been given or made when served personally or when deposited in the United States mail addressed if to the Borrower at ►◄, or if to Lender at ►◄,

or at such other address as shall be designated by any party hereto in a written notice given to each party pursuant to this Section 7.8.

Section 7.9. Headings. Section headings used in this Agreement are for convenience of reference only and are not a part of this Agreement for any other purpose.

Section 7.10. Severability of Provisions. Any provision of this Agreement, the Note and/or the Collateral Documents, which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 7.11. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7.12. Binding Nature, Governing Law, Etc. This Agreement, the Note and/or the Collateral Documents, shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Lender and the benefit of its successors and assigns, including any subsequent holder of the Note. This Agreement and the rights and duties of the parties hereto shall be construed and determined in accordance with the laws of the State of Texas. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and any prior agreements, whether written or oral, with respect thereto are superseded hereby. The Borrower may not assign its rights hereunder without the written consent of the Lender.

[Remainder of Page Intentionally Left Blank]

Upon your acceptance hereof in the manner hereinafter set forth, this Term Loan Agreement shall be a contract between us for the uses and purposes hereinabove set forth.

Dated as of ►◄, 2013.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

BY: _____
Name:
Title:

[Signature Page to Term Loan Agreement]

Accepted and agreed to as of the day and year last above written.

►◄

By: _____
Name:
Title:

[Acceptance Page to Term Loan Agreement}

Exhibit A

PROMISSORY NOTE

$xxxxxxxxxx ►◄ ►◄, 2013

FOR VALUE RECEIVED, Travis County Housing Finance Corporation ("Maker"), promises to pay to the order of ►◄("Payee"), at ►◄, or such other address as Payee may from time to designate, the sum of ►◄($xxxxxxxxxx) in legal and lawful money of the United States of America, together with interest thereon from date hereof at the rates describe below. Interest shall be computed on the basis of a 365 day year.

The interest rate due under this promissory note (the "Note") shall be equal to the lesser of (i) the Applicable Federal Rate or (ii) the Maximum Lawful Rate. The Applicable Federal Rate shall be determined on the date hereof. After maturity (whether by demand, acceleration or otherwise) until paid, interest shall accrue on the matured principal and accrued, but unpaid, interest at an annual rate equal to the Maximum Lawful Rate. Interest shall be computed on the basis of a 365 day year.

The term "Applicable Federal Rate," means the interest rate as provided by the Internal Revenue Service in Revenue Ruling 2012-20 that is effective as of the date hereof. The Applicable Federal Rate as of the date hereof is 0.24% per annum.

The term "Maximum Lawful Rate," means the greater of (i) the highest rate permitted by applicable Texas or United States law, or (ii) an annual rate equal to the weekly ceiling determined in accordance with the computation specified in the Texas Finance Code, as amended, as such weekly ceiling is in effect from time to time, but in no event greater than eighteen (18%) percent annually. Unless precluded by law, changes in the Maximum Lawful Rate created by statute or governmental action during the term of this Note shall be immediately applicable to this note on the effective date of such changes.

This promissory note (the "Note") is due and payable as follows, to-wit:

All principal and interest thereon shall begin to accrue on the Funding Date (as defined in that certain Term Loan Agreement between Maker and Payee dated as of ►◄, 2013) and shall be due and payable upon the Maturity Date defined in that certain Term Loan Note as of ►◄, 2013 from ►◄. to Maker.

Payment of this Note is secured by, and the holder of this Note is entitled to the benefits of, all deeds of trust, mortgages, security agreements, assignments, lien instruments, guaranties, endorsements, or other agreements (the "Collateral Agreements") executed or created by any person or entity (including but not limited to Maker) to secure payment of this Note. Without limiting the foregoing, the Collateral Agreements include:

> An Assignment and Pledge Agreement executed of even date herewith by Maker and ►◄. in favor of Lender.

If default occurs in the payment of any principal or interest when due hereunder, or upon the occurrence of any default or failure to perform any covenant, agreement or obligation to be performed under any Collateral Agreements, or upon Maker's insolvency or business failure, the appointment of a receiver of all or any part of Maker's property, an assignment for the benefit of creditors of Maker, a calling of a meeting of creditors of Maker, the commencement of any proceeding under any bankruptcy, insolvency or debtor relief laws by or against Maker or any guarantor or surety for Maker, the holder hereof may, at its option, declare the entirety of this Note, principal and interest, immediately due and payable, and pursue any and all other remedies available to it at law or in equity, but failure to do so at any time shall not constitute a waiver of such holder's right to do so at any other time. Failure to exercise this option upon any default shall not constitute a waiver of the right to exercise it in the event of any subsequent defaults.

Upon default in the payment of this Note or upon default in the performance of or compliance with any of the terms of any of the Collateral Agreements, and after any notice and grace required by this Note, at the option of Payee, the unpaid balance of this Note shall be matured, and if Maker defaults in the prompt payment of this Note when due or declared due, and this Note is placed in the hands of an attorney for collection, or suit is brought on the Note, or the Note is collected through probate, bankruptcy or other judicial proceedings, then Maker, jointly and severally if more than one, agrees and promises to pay all reasonable attorney's fees, court costs and collection expenses incurred by Payee.

If at any time and from time to time Payee is prevented from collecting the rate of interest and the fees specified in this Note by applicable law or governmental regulation, Payee shall be entitled to recoup the amount it would have otherwise been able to collect (the "*Recoupment Amount*") during such period when the recoupment will not violate applicable law or regulation (the "*Recoupment Period*"). During each Recoupment Period, Maker shall continue to pay the Maximum Lawful Rate until there has been paid under this Note, in addition to the interest at the applicable rate specified herein during such Recoupment Period, an amount equal to the Recoupment Amount. Interest collected by Payee during each Recoupment Period shall first be applied to payment of current interest due at the applicable rate specified in this Note and any remaining interest collected shall be applied to the Recoupment Amount. When Payee has recouped all of the Recoupment Amount, the interest rate payable by Maker shall revert to the applicable rate specified in this Note. In no event, however, shall the interest rate charged hereunder ever exceed the Maximum Lawful Rate and in the event of any prepayment of this Note, only that portion of the Recoupment Amount which has been earned through the date of prepayment shall be payable.

Upon default in the payment of this Note or in the performance of any obligation contained in any Collateral Agreements, and after any notice and grace required by this Note, this Note and all obligations contained in any Collateral Agreements shall become immediately due at the election of Payee. Maker and each surety, endorser, guarantor and any other party liable for payment of this Note, in whole or in part, hereby severally: (i) waive demand, presentment for payment, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration, dishonor, and all other waivable notices, and diligence in collecting this Note or enforcing any of the Collateral Agreements; (ii) agree to any substitution, subordination, exchange or release of any party primarily or secondarily liable for payment of

this Note; (iii) agree that Payee shall not be required first to institute suit or exhaust Payee's remedies against Maker or others liable for payment of this Note or performance under any Collateral Agreement; and (iv) consent to any extension or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice to any of them, Payee's failure to exercise Payee's option to accelerate upon any default shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

Limitation of Interest: Maker confirms that Maker is not aware of any violation of applicable usury laws related to this note or any Collateral Agreement. The parties intend to conform strictly to the applicable usury laws and, to induce Payee to make a loan to Maker, Maker agrees that:

All existing or future agreements and transactions between Maker and the Payee are expressly limited so that under no circumstance shall the amount of Interest, as defined below, exceed the maximum legal rate allowed by applicable law.

If, under any possible construction of this Note or any Collateral Agreement, Excess Interest, as defined below, would otherwise be payable, any Excess Interest shall be automatically, as of the date of charging or payment, applied to a reduction of the principal balance of this Note and not to the payment of interest, or if the Excess Interest exceeds the unpaid principal balance of this Note it shall be refunded to Maker, and this Note and/or the Collateral Agreement shall be automatically reformed to reduce the Interest payable to the maximum legal rate without the necessity of execution of an amending document.

If Maker discovers that this Note or any of the Collateral Agreements may violate any applicable usury law, Maker shall notify Payee of the alleged violation and shall give Payee sixty days to cure the violation. During the sixty day notice and cure period, Maker shall not prosecute any claim or defense based upon a violation of applicable usury laws.

To the extent not prohibited by law, all Interest shall be amortized, prorated and spread, in equal parts, over the full stated term of this Note so that the actual rate of Interest is uniform through the term of this note.

"*Excess Interest"* shall mean all interest or fees charged, collected, or received in excess of the maximum legal rate of interest, including, but not limited to, those arising due to acceleration of maturity, late fees, prepayment, or demand for prepayment.

For purposes of this Limitation of Interest section, and only this section, the term "Interest" shall be all inclusive and shall mean the amount of interest contracted for, charged, or received by Payee from Maker, or any third party, for the use, forbearance, or detention of the principal of this Note.

If any installment becomes overdue for more than five (5) days, at Payee's option, five percent (5%) of the overdue installment amount will be charged in order to defray the expense of handling the delinquent payment.

Maker may prepay all or any part hereof at anytime without penalty, and interest shall immediately cease on all amounts so prepaid. All prepayments shall be applied first to accrued but unpaid interest, the balance to installments due hereon in inverse order of maturity

This Note shall be governed by and construed in accordance with the laws of the State of Texas.

THIS NOTE AND THE INSTRUMENTS BEING EXECUTED ALONG WITH IT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES

BALLOON WARNING

This loan is payable in full at maturity. Maker must repay the entire principal balance of the loan and unpaid interest then due. Payee is under no obligation to refinance the loan at that time. Maker will therefore, be required to make payment out of other assets that Maker may own, or Maker will have to find another lender, which may be Payee, willing to lend Maker the money to pay the loan. If Maker refinances this loan at maturity, Maker may have to pay some or all of the closing costs normally associated with a new loan even if Maker obtains refinancing from Payee.

MAKER:
TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: _____
Name:
Title:

TERM LOAN AGREEMENT

Travis County Housing Finance Corporation
Austin, Texas

Dated: ►◄, 2013

Ladies and Gentlemen:

The undersigned, ►◄. a Texas limited partnership (the "*Borrower*"), has concurrently herewith borrowed from the Travis County Housing Finance Corporation (the "*Travis County HFC'* or the "*Lender*") the sum of ►◄Dollars ($XXXXXX) (the "*Loan*") as evidenced by that certain Term Loan Note of the Borrower bearing even date herewith payable to the order of the Travis County HFC (the "*Note*") in said principal amount and expressed to mature and to bear interest as set forth in, and otherwise in the form of, the note attached hereto as *Exhibit A* in connection with the development of an approximately ►◄ (the "*Project*"). The Borrower executes and delivers this Agreement to set forth and confirm the terms and conditions applicable to the Note and the covenants, agreements, representations and warranties of the Borrower made in connection therewith:

SECTION 1. PAYMENTS.

Section 1.1. Prepayments. (a) Mandatory. All moneys received by the Lender from the Bank (as defined in Section 2.1 hereof) pursuant to the terms of this Agreement and the Bank Agreement (as defined in Section 2.1 hereof) shall be used to pay the Obligations (as defined below). Additionally, any applications of the money held in the Account (as defined in the Bank Agreement) to reduce the balance of the Bank Note (as defined in Section 2.1 hereof), shall be a credit against the balance due on the Note.

(b) Voluntary. The Borrower shall have the privilege of prepaying the Note in whole or in part at any time and from time to time without penalty All such prepayments shall be made upon not less than one bank business day's prior notice to the Lender. Each prepayment shall be made by the payment of the principal amount to be prepaid and accrued interest thereon to the date fixed for prepayment.

Section 1.2. Payment of Fees. The Borrower shall pay to the Lender (i) on the date hereof (the "*Closing Date*"), an amount equal to 5.25% of the original principal amount of the Loan, and (ii) for each full month the Loan is outstanding following the one year anniversary of the Closing Date, an amount equal to 0.4% of the remaining principal amount of the Loan calculated based on the outstanding principal amount thereof as of the first day of such month (collectively, the "*Lender Fees*"), payable, in the aggregate, to the Lender on the earlier of the Maturity Date or each January 15 and July 15 following the one year anniversary of the Closing Date so long as such Loan remains outstanding.

Section 1.3. Place and Application of Payments. The Borrower hereby agrees to make

all payments of the Lender Fees, the principal and interest and all other amounts payable hereunder and under the Note (collectively, the "*Obligations*") promptly when due and such amounts due to the Lender under the Note shall be paid in accordance with the Note and such amounts due to the Lender's attorney for fees and expenses incurred in connection with the Loan shall be paid to such attorney per the invoice submitted thereby. All such payments shall be made in lawful money of the United States of America, in immediately available funds at the place of payment, without set-off or counterclaim and without reduction for, and free from, any and all present or future taxes, levies, imposts, duties, fees, charges, deductions, withholdings, restrictions or conditions of any nature imposed by any government or any political subdivision or taxing authority thereof.

SECTION 2. SECURITY.

Section 2.1. Collateral Documents. For the benefit of the Lender, as security for the payment of the Obligations, including without limitation, all principal of and interest on the Note, the Borrower has concurrently herewith executed and delivered that certain Assignment and Pledge Agreement, dated as of the Closing Date (the "*Bank Agreement*"), among the Borrower, the Lender and ►◄(the "*Bank*"), granting the Lender and the Bank a lien on and security interest in the Account to secure that certain $►◄ promissory note (the "*Bank Note*") executed by the Lender and payable to the order of the Bank of even date herewith.

Section 2 .2 . Further Assurances. The Borrower covenants and agrees that it shall comply with all of the terms and conditions of the Collateral Documents (as hereinafter defined) and that it shall, at any time and from time to time as requested by the Lender, execute and deliver such further instruments and do such other acts as the Lender may deem reasonably necessary or desirable to provide for or protect or perfect the lien and security interest of the Lender in the collateral security granted thereby.

SECTION 3. REPRESENTATIONS AND WARRANTIES.

The Borrower represents and warrants to the Lender as follows:

Section 3.1. The Borrower is a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Texas and is duly licensed or qualified and in good standing in all jurisdictions wherein the nature of its activities or business conducted or property owned or leased by it requires such qualification or licensing, including without limitation, the State of Texas. The Borrower is in full compliance with the terms of this Agreement and has full right, power, and authority to enter into this Agreement, to borrow the sum evidenced by the Note, to grant a lien on and security interest in its property pursuant to the Collateral Documents, and to perform each and all of the matters and things provided for in this Agreement, the Note, and the Collateral Documents; and the execution and delivery of this Agreement, the Note, and the Collateral Documents, and the observance and performance of any of the matters and things herein or therein set forth, will not violate or contravene any provision of law or of the organizational documents of the Borrower, or to the Borrower's knowledge of any indenture, loan agreement or other agreement of or affecting the Borrower or any of its property.

Section 3.2. There is no litigation or governmental proceeding pending, nor to the Borrower's knowledge threatened, against the Borrower which, if adversely determined, would result in any material adverse change in the financial condition or properties, business or operations of the Borrower. All tax returns required to be filed by the Borrower in any jurisdiction have, in fact, been filed, and all taxes, assessments, fees, and other governmental charges upon the Borrower or upon any of its property, income, or franchises, which are shown to be due and payable in such returns, have been paid. The Borrower does not know of any proposed additional tax assessments against it for which adequate provisions in accordance with generally accepted accounting principles have not been made on its books and records. Adequate provisions in accordance with generally accepted accounting principles for taxes on the books of the Borrower have been made for all open years, and for its current fiscal year. No authorization, consent, license, or exemption from, or filing or registration with, any court or governmental department, agency or instrumentality, is or will be necessary to the valid execution, delivery or performance by the Borrower of this Agreement, the Note or the Collateral Documents.

Section 3.3. The Borrower is not a party to any contracts or agreements with any of its Affiliates (as defined herein) on terms and conditions which are less favorable to the Borrower than would be usual and customary in similar contracts or agreements between persons or entities not affiliated with each other.

Section 3.4. The Borrower is in compliance in all material respects with all applicable local, state and federal environmental, health and safety statutes and regulations, and, to its knowledge, has not acquired, incurred or assumed, directly or indirectly, any material contingent liability in connection with the release of any toxic or hazardous waste or substance into the environment. The Borrower is not the subject to any evaluation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Specified Amendments and Reauthorization Act of 1986,42 U.S.C. §9601 et seq.

Section 3.5. No Event of Default or Default (as defined herein) has occurred and is continuing.

Section 3.6. The Borrower understands that neither the Lender nor any person representing the Lender has made any representation to it or takes any responsibility with respect to whether the Loan or the Note qualifies the Borrower for the award of certain points by the Texas Department of Housing and Community Affairs pursuant to its Housing Tax Credit Program Qualified Allocation Plan and Rules.

SECTION 4. COVENANTS.

From and after the date hereof and so long as any amount remains unpaid on the Note, except to the extent compliance in any case or cases is waived in writing by the Lender, the Borrower hereby covenants and agrees with the Lender as follows:

Section 4.1. Maintenance of Business. The Borrower shall preserve and keep in force and effect all licenses and permits necessary to the proper conduct of its business.

Section 4.2. Maintenance. The Borrower shall maintain, preserve and keep its properties and equipment in good repair and working order and condition (ordinary wear and tear and casualty excepted), and shall from time to time make all needful and proper repairs, renewals, replacements, additions and betterments thereto so that at all times the efficiency thereof shall be fully preserved and maintained.

Section 4.3. Taxes. The Borrower shall duly pay and discharge all taxes, assessments and governmental charges upon or against the Borrower or against any of its property before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith by appropriate proceedings.

Section 4.4. Insurance. The Borrower shall insure and keep insured, in good and responsible insurance companies, all insurable property owned by the Borrower which is of a character usually insured by companies similarly situated and operating like properties, against loss or damage from fire and such other hazards or risks as are customarily insured against by companies similarly situated and operating like property; and the Borrower shall similarly insure employers' and public liability risks in good and responsible insurance companies. The Borrower shall upon request of any Lender furnish a certificate setting forth in summary form the nature and extent of the insurance maintained by the Borrower pursuant to this Section 4.4.

Section 4.5. Financial Reports. The Borrower shall furnish to the Lender or its authorized representatives such information respecting the business affairs, operations and financial condition of the Borrower as may be reasonably requested and without any request shall furnish to the Lender promptly after knowledge thereof shall have come to the attention of any responsible officer of the Borrower, written notice of any threatened or pending litigation or governmental proceeding against the Borrower which would materially adversely affect the business and properties of the Borrower and/or the occurrence of any Default or Event of Default.

SECTION 5. EVENTS OF DEFAULT AND REMEDIES.

Section 5.1. Any one or more of the following shall constitute an "*Event of Default*" hereunder:

(a) default in the payment when due (whether by lapse of time, acceleration, or otherwise) of any principal of or interest on the Note or any fee, charge, obligation or other amount payable hereunder or default in the payment when due of any other indebtedness or liabilities (whether direct, contingent or otherwise) of the Borrower owing to the Lender;

(b) default in the observance or performance of any of the covenants set forth in Section 4 hereof or in any of the Collateral Documents which such default is not remedied within thirty (30) days after notice to the Borrower by the Lender;

(c) default in the observance or performance of any other provision hereof

which is not remedied within thirty (30) days after notice thereof to the Borrower by the Lender;

(d) monetary default shall occur under any evidence of indebtedness issued, assumed or guaranteed by the Borrower or under any indenture, agreement or other instrument under which the same may be issued, and such default shall continue for a period of time sufficient to permit the acceleration of the maturity of any such indebtedness, or any such indebtedness shall not be paid when due (whether by demand, lapse of time, acceleration or otherwise) subject to applicable notice, grace and cure periods;

(e) any representation or warranty made by the Borrower herein, or made by the Borrower in any statement or certificate furnished by it pursuant hereto, proves untrue in any material adverse respect as of the date of the issuance or making thereof;

(f) dissolution or termination of existence of the Borrower;

(g) the Borrower becomes insolvent or bankrupt, or bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or laws for the relief of debtors are instituted against the Borrower and are not dismissed within ninety (90) days after such institution, or a decree or order of a court having jurisdiction in the premises for the appointment of a trustee, receiver or custodian for the Borrower, or for the major part of its property is entered and the trustee, receiver or custodian appointed pursuant to such decree or order is not discharged within ninety (90) days after such appointment; or

(h) the Borrower shall institute bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or laws for the relief of debtors or shall consent to the institution of such proceedings against it by others or to the entry of any decree or order adjudging it bankrupt or insolvent or approving as filed any petition seeking reorganization under any bankruptcy or similar law or shall apply for or shall consent to the appointment of a receiver, trustee or custodian for it or for the major part of its property or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts as they mature or shall take any corporate action in contemplation or in furtherance of any of the foregoing purposes.

Section 5.2. When any Event of Default described in subsections 5.1(a) to 5.1(f), both inclusive, has occurred and is continuing, the Lender may, by notice to the Borrower, declare the Obligations, including without limitation, the principal of and the accrued interest on the Note to be forthwith due and payable, and thereupon the Note, including both principal and interest, and all fees and charges payable hereunder shall be and become immediately due and payable without further demand, presentment, protest or notice of any kind.

Section 5.3. When any Event of Default described in subsection 5.1(g) or 5.1(h) has occurred and is continuing, then the entire principal balance of the Note and all interest thereon

and all fees, charges and the other Obligations payable hereunder shall immediately become due and payable without presentment, demand, protest or notice of any kind.

SECTION 6. DEFINITIONS.

The following terms when used herein shall have the following meanings, such terms to be equally applicable to both the singular and plural forms of the terms defined:

"*Affiliate*" shall mean any person, firm, corporation or entity (herein collectively called a *"Person")* directly or indirectly controlling or controlled by, or under direct or indirect common control with, another Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

"Collateral Documents" means the Bank Agreement and any security agreements, assignments, mortgages, deeds of trust, financing statements, and other documents as shall from time to time secure the Note and the obligations of the Borrower hereunder.

"Event of Default" shall mean any event or condition identified as such in Section 5.1 hereof and the term "*Default"* shall mean any event or condition which constitutes an Event of Default.

Capitalized terms defined elsewhere in this Agreement shall, unless otherwise specified, have the meanings so ascribed to them in all provisions of this Agreement.

SECTION 7. MISCELLANEOUS.

Section 7.1. Holidays. If any payment hereunder or under the Note becomes due and payable on a day which is not a bank business day, the due date of such payment shall be extended to the next succeeding bank business day on which date such payment shall be due and payable. In the case of any payment of principal falling due on a day which is not a bank business day, interest on such principal amount shall continue to accrue during such extension at the rate per annum then in effect, which accrued amount shall be due and payable on the next scheduled date for the payment of interest.

Section 7.2. No Waiver, Cumulative Remedies. No delay or failure on the part of the Lender or on the part of the holder of the Note in the exercise of any power or right shall operate as a waiver thereof or as an acquiescence in any default, nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right. The rights and remedies hereunder of the Lender and of the holder of the Note are cumulative to, and not exclusive of, any rights or remedies which any of them would otherwise have. All of the covenants, warranties and representations of the Borrower herein shall be in addition to and cumulative of all other covenants, representations and warranties of the

Borrower contained in, or provided for in, any other instrument or document now or hereafter executed and delivered by the Borrower to or in favor of the Lender.

Section 7.3. Amendments, Etc. No amendment, modification, termination or waiver of any provision of this Agreement, the Bank Agreement or of the Note nor consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be in writing and signed by the Lender and the Borrower. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

Section 7.4. Costs and Expenses. The Borrower agrees to pay on demand all reasonable costs and expenses of the Lender incurred by the Lender in connection with an Event of Default or the enforcement of this Agreement, the Note, the Collateral Documents, and the other instruments and documents to be delivered hereunder and in preserving or protecting or exercising the rights of the Lender hereunder or thereunder or with respect to any collateral security for the Note or other liabilities and in connection with any action, suit or proceeding brought against the Lender by any person or entity which arises out of the transactions contemplated hereby or thereby or out of any action or inaction by the Lender hereunder or thereunder, including all of the foregoing incurred in any bankruptcy, arrangement or reorganization proceeding involving the Borrower.

Section 7.5. Stamp Taxes. The Borrower agrees to pay on demand any documentary, stamp or similar taxes payable in respect of this Agreement or the Note, including interest and penalties, in the event any such taxes are assessed, irrespective of when such assessment is made and whether or not any credit to it is then in use.

Section 7.6. Survival of Representations. All representations and warranties made herein or in certificates given pursuant hereto shall survive the execution and delivery of this Agreement and of the Note and shall continue in full force and effect with respect to the date as of which they were made as long as any credit is in use or available hereunder.

Section 7.7. Payments. The Borrower will promptly and punctually pay the principal of and interest on the Note without presentment of the Note and without any notation of any such payment being made on the Note.

Section 7.8 Addresses for Notices. All communications provided for herein shall be in writing and shall be deemed to have been given or made when served personally or within five (5) business days when deposited in the United States mail, sent by certified mail, return receipt requested, addressed if to the Borrower at ►◄, or if to the Travis County HFC at ►◄, Attention: ►◄or at such other address as shall be designated by any party hereto in a written notice given to each party pursuant to this Section 7.8.

Section 7.9. Headings. Section headings used in this Agreement are for convenience of reference only and are not a part of this Agreement for any other purpose.

Section 7.10. Severability of Provisions. Any provision of this Agreement, the Note and/or the Collateral Documents, which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 7.11. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7.12. Binding Nature, Governing Law, Etc. This Agreement, the Note and/or the Collateral Documents, shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Lender and the benefit of its successors and assigns, including any subsequent holder of the Note. This Agreement and the rights and duties of the parties hereto shall be construed and determined in accordance with the laws of the State of Texas. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and any prior agreements, whether written or oral, with respect thereto are superseded hereby. The Borrower may not assign its rights hereunder without the written consent of the Lender. The Borrower and Lender agree that jurisdiction and venue for all claims made under or in connection with this Agreement, the Note and the Collateral Documents shall lie exclusively in Texas.

[Remainder of Page Intentionally Left Blank]

Upon your acceptance hereof in the manner hereinafter set forth, this Term Loan Agreement shall be a contract between us for the uses and purposes hereinabove set forth as of the day and year first above written.

►◄., a Texas Limited
Partnership, as Borrower hereunder

By:_____

By:_____

By:_____

{Signature Page for Term Loan Agreement}

Accepted and agreed to as of the day and year first above written.

TRAVIS COUNTY HOUSING FINANCE CORPORATlON

By: _____
Name:
Title:

[Acceptance Page for Term Loan Agreement]

EXHIBIT A

►◄.
TERM LOAN NOTE
FOR THE
TRAVIS COUNTY HOUSING FINANCE CORPORATION

►◄XXXXXXXX ►◄, 2013

FOR VALUE RECEIVED, ►◄., a Texas limited partnership (the "*Borrower"),* hereby promises to pay to the order of Travis County Housing Finance Corporation (the "*Lender"),* at its office at ►◄,Attention: ►◄, or at such other place as the holder hereof may from time to time direct in writing, the principal sum of ►◄ ($XXXXXXXX) on, if not sooner paid, the later of (i) the date that is one year following the date of this Note and (ii) the date the Project is placed in service, as determined in accordance with the Cost Certification Procedures Manual promulgated by the Texas Department of Housing and Community Affairs (the "Maturity Date"), together with interest on such principal amount at the rates and payable in the manner and on the dates specified below.

The Borrower hereby promises to pay interest (computed on the basis of a year of 365 or 366 days, as the case may be for the actual number of days elapsed) at the office described above (or such other place as aforesaid) on the balance of principal remaining from time to time unpaid hereon at the rate of 0.24% per annum payable semiannually on each January 15 and July 15 and on the Maturity Date. The Borrower may prepay any or all of the then unpaid principal without penalty provided that any accrued and unpaid interest upon such principal shall be paid at the time of such prepayment. Upon the occurrence of an Event of Default (as defined in the Term Loan Agreement), such annual rate shall be the lower of the Highest Lawful Rate (as hereinafter defined) and 14% from the date of such Event of Default until the earlier of the curing of such Event of Default or the payment in full of all obligations hereunder.

This Note is issued under the terms and provisions of that certain Term Loan Agreement bearing even date herewith between the Borrower and the Lender (the *'Term Loan Agreement*"), and this Note and the holder hereof are entitled to all of the benefits provided for by the Term Loan Agreement or referred to therein, to which Term Loan Agreement reference is hereby made for a statement thereof. The principal installments and interest hereon may be declared due prior to their expressed maturities and voluntary prepayments may be made hereon, all as specified in the Term Loan Agreement. All capitalized terms not defined herein shall have the meaning ascribed thereto in the Term Loan Agreement.

Payment of this Note is secured by, among other things, (i) that certain Assignment and Pledge Agreement, dated as of ►◄, 2013, among the Borrower, the Lender and ►◄ and (ii) any other Collateral Document; and this Note and the holder hereof are entitled to all of the benefits and security afforded by the foregoing collateral documents, to which reference is hereby made for statement thereof.

The Borrower promises to pay all reasonable costs and expenses (including reasonable attorneys' fees) suffered or incurred by the holder hereof in collecting this Note or enforcing any rights in any collateral therefor. The Borrower hereby waives presentment for payment and demand. This Note shall be governed by, and construed in accordance with, the laws of the State of Texas.

It is expressly provided and stipulated that notwithstanding any provision of this Note or any other instrument evidencing or securing the loan evidenced hereby, in no event shall the aggregate of all interest paid by the Borrower to the Lender under this Note ever exceed the maximum nonusurious rate allowed to be charged or collected under applicable laws of the State of Texas and the United States of America (the "Highest Lawful Rate") on the principal balance of this Note from time to time advanced and remaining unpaid. In this connection, it is expressly stipulated and agreed that it is the intent of the Borrower and the Lender in the execution and delivery of this Note to contract in strict compliance with applicable laws. In furtherance thereof, none of the terms of this Note or any other instrument evidencing or securing the loan evidenced hereby, shall ever be construed to create a contract to pay for the use, forbearance or detention of money, at a rate in excess of the Highest Lawful Rate permitted to be charged of the Borrower under applicable laws. Borrower or any guarantors, endorsers or other parties now or hereafter becoming liable for payment of this Note shall never be liable for interest in excess of the Highest Lawful Rate, and the provision of this paragraph and the immediately succeeding paragraph shall govern over all other provisions of this Note and any installments evidencing or securing the loan evidenced hereby, should such provisions be in apparent conflict herewith.

►◄a Texas Limited
Partnership, as Borrower hereunder

By:_____

By:_____

By:_____

{SIGNATURE PAGE TO THE TERM LOAN NOTE FOR THE
TRAVIS COUNTY HOUSING FINANCE CORPORATION

REPAYMENT DIRECTION

Pursuant to the terms of that certain Assignment and Pledge Agreement dated as of ►◄, 2013 (the "*Assignment Agreement*") by and among the Travis County Housing Finance Corporation ("TCHFC"), ►◄ ("►◄") and ►◄("►◄") ►◄ hereby directs ►◄ to apply the Collateral (as defined in the Assignment Agreement) in the Account (as defined in the Assignment Agreement) for repayment of the full principal balance of that certain Promissory Note (the "*Bank Note*") of TCHFC issued to ►◄dated as of ►◄, 2013 in the principal amount of $xxxxxxxxxx.

TCHFC acknowledges and agrees that it will, upon application of the Collateral for repayment of the Bank Note, provide a credit in the same amount to that certain Promissory Note (the *TCHFC Note")* of ►◄ issued to TCHFC dated as of ►◄, 2013 in the principal amount of $xxxxxxxxx.

By execution of this Repayment Direction, ►◄ and TCHFC hereby agree to the following in connection with repayment of the Bank Note and the TCHFC Note on ►◄, 2013 (the "*Repayment Date*"):

1. ►◄shall apply Collateral in the amount of $xxxxxxx for repayment in full of the principal balance of the Bank Note. ►◄shall waive any interest accruing on the Bank Note.

2. TCHFC shall issue a credit in the amount of $xxxxxxx for repayment in full of the TCHFC Note. TCHFC shall waive any interest accruing on the TCHFC Note.

3. Pursuant to the Term Loan Agreement (the "TCHFC Agreement") dated as of ►◄, 2013 between ►◄ and TCHFC, upon application of the payments described above, the TCHFC Agreement and the TCHFC Note shall terminate.

4. Pursuant to the Term Loan Agreement (the "*Bank Agreement*") dated as of ►◄, 2013 between TCHFC and ►◄, upon application of the payments described above, the Bank Agreement and the Bank Note shall terminate.

IN WITNESS WHEREOF, Playa Del Pueblo, Ltd. and the Travis County Housing Finance Corporation have executed this Repayment Direction as of the Repayment Date.

►◄, a Texas Limited Partnership, as borrower hereunder

By: ►◄, a Texas limited liability company, its general partner

By: ►◄ a Texas non-profit corporation, its sole member

By: _____

TRAVIS COUNTY HOUSING FINANCE CORPORATION

BY: _____
Name:
Title:

IN WITNESS WHEREOF, Playa Del Pueblo, Ltd. and the Travis County Housing Finance Corporation have executed this Repayment Direction as of the Repayment Date.

►◄, a Texas Limited Partnership, as borrower hereunder

By: ►◄, a Texas limited liability company, its general partner

By: ►◄ a Texas non-profit corporation, its sole member

By: _____

TRAVIS COUNTY HOUSING FINANCE CORPORATION

BY: _____
Name:
Title:

ASSIGNMENT AND PLEDGE AGREEMENT

This Assignment and Pledge Agreement (the "*Agreement")* is executed by Travis County Housing Finance Corporation *("Debtor")* and ►◄., a Texas limited partnership (*"Owner*") this ►◄th day of ►◄, 201►◄ to secure the payment of that certain ►◄and No/IOO Dollars ($XXXXXXXX) promissory note (the "*Note")* of even date herewith executed by Debtor and payable to the order of ►◄("*Lender").*

ASSIGNMENT AND PLEDGE

For value received, Debtor and Owner hereby assign and transfer to Lender, and Debtor and Owner hereby give to Lender a security interest in the following account:

Name of Account: ►◄.
Account Number: ►◄
Depository Institution: ►◄
Collateral Amount: $►◄

together with any renewals or substitutions of the above described account. This account will be referred to herein as the "*Collateral*". The Collateral is held with ►◄, ►◄, Texas ►◄. The Collateral includes all funds now in the Account listed above, plus all additions of any kind and from any source (the "Account"), made at any time before the release of this Agreement in writing.

This Agreement is made to secure the payment of the following described debt, plus all extensions, renewals, modifications and substitutions thereof:

> $►◄ promissory note (the "*Note*") of even date herewith executed by Travis County Housing Finance Corporation and payable to the order of ►◄, a copy of which is attached hereto as Exhibit "A".

Debtor and Owner hereby agree to the following terms and conditions:

1. This Agreement will continue in full force and effect until Lender executes a written release (a copy of which is attached hereto as Exhibit "B") and Lender shall not be required to release this Agreement and return the Collateral to Debtor until the Note and all related obligations of Debtor to Lender are paid in full.

2. During the term of this Agreement, Owner shall have the right to direct the Lender to apply all or a portion of the Collateral from the Account for the sole purpose of applying the Collateral to amounts due and owing to the Lender pursuant to the Note.

3. No joint owner, beneficiary, surviving spouse or representative of Debtor's or Owner's estate shall have any rights in the Collateral in the event of Debtor's or Owner's death or dissolution until the Note and all related obligations of Debtor to Lender are paid in full.

4. Collateral in the amount of $►◄shall be deposited into the Account prior to any advances on the Note.

5. If the Note is in default according to its terms, the Lender shall have the unilateral right to withdraw all or any part of the Collateral and apply the amount so withdrawn toward the payment of the Note and all related obligations of Debtor to Lender, even if the withdrawal causes a penalty. Lender can exercise this right with notice to Debtor or Owner.

6. During an event of default, Debtor and Owner hereby appoint Lender as Debtor's and Owner's attorney in fact to exercise the rights granted to Lender herein.

7. Debtor and Owner hereby represent and affirm to Lender that no other person or entity has any rights in all or any part of the Collateral and further, that no part of the Collateral is exempt or protected by law from this Agreement.

8. The rights and remedies granted to Lender herein are in addition to any rights and/or remedies stated in any other agreements.

9. Debtor and Owner shall be personal liable for the warranties and representations made respectively by Debtor and Owner in this Agreement.

10. Debts secured by this Agreement (whether specifically listed or not) include all sums that could possibly be due under the Note.

11. Intentionally deleted.

12. By signing this Agreement, Debtor and Owner accept the terms of this Agreement and acknowledge receipt of a copy of this Agreement.

Effective as of the date first stated above.

[signatures on following pages]

DEBTOR:
TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: _____
Name:
Title:

OWNER:

►◄., a Texas Limited
Partnership, as Borrower hereunder

By: ►◄, a Texas
limited liability company, its general partner

By: ►◄, a Texas non-profit corporation,
its sole member

By:►◄

ACKNOWLEDGED AND AGREED:

►◄

By: _____
Name: Vice President – Lending

EXHIBIT "A"

Copy of executed Note

CLOSING DIRECTIONS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION

.

►◄
►◄

The undersigned, Travis County Housing Finance Corporation., (the "TCHFC"), has borrowed from and promised to pay to the order of ►◄ (the "Lender") the principal sum of ►◄ ($xxxxxxxxx)) pursuant to the terms of that certain Term Loan Note (the "Note") of the Borrower dated as of ►◄, 2013 (the "*Closing Date*"). The TCHFC hereby directs the Lender to allocate the proceeds of the Note as follows:

(i) $xxxxxxxxxx to the TCHFC on the Closing Date via wire transfer pursuant to the following wire instructions:

BANK ►◄
BNF =
RFB =
OBI =
Participant Name:
ABA Number:

(ii) $xxxxxxxxxx to ►◄ via wire transfer pursuant to the following wire instructions:

Bank ►◄
ABA Bank Number ►◄
Account Name: ►◄
Account Number ►◄
Reference Number ►◄

(iii) $xxxxxxxxxx shall be retained by the Lender, ►◄ of which shall be attributable to the Bank Fees pursuant to the Term Loan Agreement between the TCHFC and the Lender and $►◄ of which shall be attributable to Lender underwriting and legal fees.

IN WITNESS WHEREOF, the Borrower has executed these Closing Directions as of the Closing Date.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

►◄

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Borrower has executed these Closing Directions as of the Closing Date.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

►◄

By: _____
Name:
Title:

CLOSING DIRECTIONS OF ►◄

.

Travis County Housing Finance Corporation
Austin, Texas

The undersigned, ►◄., a Texas limited partnership (the "Borrower"), has borrowed from and promised to pay to the order of Travis County Housing Finance Corporation (the "Lender") the principal sum of ►◄ ($xxxxxxxxx)) pursuant to the terms of that certain Term Loan Note (the "Note") of the Borrower dated as of ►◄, 2013 (the "Closing Date"). The Borrower hereby directs the Lender to allocate the proceeds of the Note as follows:

(i) $xxxxxxxxxx to the Borrower on the Closing Date via wire transfer pursuant to the following wire instructions:

BANK ►◄
ACCOUNT NAME: ►◄.
ACCOUNT NUMBER: ►◄
ROUTING NUMBER: ►◄
ABA WIRE NUMBER: ►◄

(ii) $xxxxxxxxxx shall be retained by the Lender and attributed to the payment of legal fees incurred in connection with the Note, payable by the Borrower from proceeds of the Note as of the Closing Date.

(iii) $xxxxxxxxxx shall be retained by the Lender as payment by the Borrower of the Lender Fees pursuant to the terms of the Term Loan Agreement.

IN WITNESS WHEREOF, the Borrower has executed these Closing Directions as of the Closing Date.

►◄., a Texas Limited
Partnership, as Borrower hereunder

By: ►◄, LLC, a Texas
limited liability company, its general partner

By: ►◄Corporatjon, a Texas non-profit
corporation, its sale member

By: _____

ACKNOWLEDGED AND AGREED:

TRAVIS COUNTY HOUSING FINANCE:
CORPORATION

By
Name:
Title:

IN WITNESS WHEREOF, the Borrower has executed these Closing Directions as of the Closing Date.

►◄., a Texas Limited
Partnership, as Borrower hereunder

By: ►◄, LLC, a Texas
limited liability company, its general partner

By: ►◄Corporatjon, a Texas non-profit
corporation, its sale member

By: _____

ACKNOWLEDGED AND AGREED:

TRAVIS COUNTY HOUSING FINANCE:
CORPORATION

By: _____
Name: _____
Title: _____

Item 33

Travis County Commissioners Court Agenda Request

Meeting Date: Feb 26, 2013
Prepared By/Phone Number: Bob Moore 854-9387
Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty
Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on the reappointment of Warren Hassinger to the Emergency Services District #5 Board of Commissioners to serve immediately until December 31, 2014.

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:
N/A

Item 34

Travis County Commissioners Court Agenda Request

Meeting Date: Feb 26, 2013
Prepared By/Phone Number: Bob Moore 854-9387
Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty
Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on the reappointment of John Linton to the Emergency Services District #5 Board of Commissioners to serve immediately until December 31, 2014.

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:
N/A

Item 35

Travis County Commissioners Court Agenda Request

Meeting Date: Feb 26, 2013
Prepared By/Phone Number: Bob Moore 854-9387
Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty
Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action on the appointment of Nathan Mendenhall to the Emergency Services District #5 Board of Commissioners to serve immediately until December 31, 2014.

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:
N/A

Nathan Mendenhall

3607 Denbar Court
Austin, TX 78739

Cell: 512-422-6202
nmendenhall@mvfd.org

Executive Profile

Experienced and dependable Executive with solid experience in project management, administration, marketing and public relations.

2007-2012
Secretary, Manchaca Fire Rescue Board of Directors

2005-2009
President, Bauerle Ranch Homeowners Association

Skill Highlights

- Project Management
- Public Relations
- Leadership
- Marketing
- Graphic Design
- Multi-unit Operation Mgmt.

Core Accomplishments

Project Management:
- March 2012 - Manchaca Fire Rescue grand opening of Station 501
- May 2012 - Manchaca Fire Rescue grand opening of Station 503
- May 2011 - Manchaca Fire Rescue ground breaking of Station 501

Marketing/Public Relations:
- Formation of PAC for marketing and community education for ESD #5 sales tax proposition in 2010

Professional Experience

Fire Prevention Specialist / Fire Inspector 09/2012 - Current
Manchaca Fire Rescue Manchaca, TX

- Assist in the design, implementation and training of personnel to deliver a modern fire prevention program, using progressive methods and procedures;
- Inspect properties to ensure compliance with laws, codes, ordinances, regulations, and standards; understand and interpret graphic instructions, such as blueprints, schematic drawings, layouts, or other visual aids;
- Investigates complaints relating to fire hazards and fire code violations;
- Conducts fire code compliance follow-up to ensure corrective action has been taken; documents efforts to bring property owners into compliance;
- Demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality seamless customer service;
- Assists citizens and other agency personnel with code interpretations and information when requested; prepare and present professional fire safety presentations to civic groups, schools and the general public.

Sales and Marketing Consultant 01/2010 - Current
AlphaGraphics Austin, TX

Print marketing, management and sales consulting for top clients.

President / General Operating Partner 09/2005 - 12/2009
AlphaGraphics (Central TX Visual Communications, LP) Austin, TX

Business owner, multi-unit management of print franchise; employee hiring/firing; sales management; marketing; business leadership; business mentoring; training supervisor; client consultant; creative consultant

General Manager 02/2002 - 10/2005

AlphaGraphics Franchise Austin, TX

Production management; employee hiring/firing; equipment and supply acquisitions; customer account management; marketing; project scheduling; owner representative

Education

Associate of Science: Columbia Southern University – Fire Science

Orange Beach, AL USA

Currently enrolled in Associate degree program for Associate of Applied Science in Fire Science.

Professional Certification: TEEX Texas A&M University – Fire Inspector 2012

College Station, TX USA

Texas Commission on Fire Protection: Fire Inspector I/II and Plans Examiner

Professional Certification: TEEX Texas A&M University – Public Fire Educator I 2012

College Station, TX USA

Public Fire Educator I NFPA 1034

Professional Certification: San Marcos/Hays County EMS – EMT-Basic 2007

San Marcos, TX USA

National Registry EMTB originally certified in May 2007 and renewed in February 2011.

Professional Certification: Manchaca Fire Rescue – Firefighting 2011

Manchaca, TX USA

State Firemen's and Fire Marshals' Association of Texas
Firefighter I/II certification

Professional Certification: National Fire Academy – Fire Science 2012

Emmitsburg, MD USA

Presenting Effective Public Education Programs

Professional Certification: Training Division – Fire Science 2009

Crowley, TX USA

Fire Instructor I

Professional Certification: Emergency Management Institute – Fire Science 2007

Emmitsburg, MD USA

National Incident Management System (NIMS)

- IS-00100
- IS-00200
- IS-00700

Item 36

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013
Prepared By/Phone Number: Loretta Farb/854-9230
Elected/Appointed Official/Dept. Head: Commissioner Sarah Eckhardt
Commissioners Court Sponsor: Commissioner Sarah Eckhardt

AGENDA LANGUAGE: Consider and take appropriate action to appoint Hildreth England to the Sustainable Food Policy Board effective March 1, 2013 until February 28, 2015.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Application attached.

STAFF RECOMMENDATIONS:
n/a

ISSUES AND OPPORTUNITIES:
n/a

FISCAL IMPACT AND SOURCE OF FUNDING:
n/a

REQUIRED AUTHORIZATIONS:
n/a

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

Hildreth E England, RD LD

RE: Precict 2 Appointment to the Austin/Travis County Sustainable Food Policy Board

Commissioner Eckhardt:

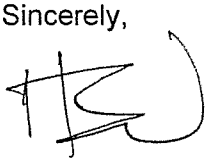
Please let this letter serve as a statement of interest to volunteer my time and expertise for the Austin/Travis County Sustainable Food Policy Board for a two-year term, beginning March 1, 2013. If appointed to serve on the SFPB, I agree to complete the two-year term and attend 80% or more of the monthly meetings of the Board, as well as commit additional time and energy to subcommittee meetings and work sessions.

If appointed, my goals for service are to contribute my expertise in novel methods of engagement and health communications, as well as my experience in community outreach and coordination, to the area of food access and wellness.

As a Registered Dietitian working in public health since 2006, I've had the unique opportunity to build skills in impactful health communications and engagement strategies using emerging technologies with underserved Texans. I get to practice these skills every day with both Texas WIC and with my own small business, Sersano Nutrition.

I think I could provide a fresh perspective on communications and engagement about food access and wellness for the SFPB, and I look forward to the possibilities!

Sincerely,



Hildreth England, RD LD

Application for Appointment

Board/Commission:

Name (Last, First, Middle): Hildreth E England, RD LD	
Home Address (Street, City, Zip):	Home Phone:
Mailing Address (Street, City, Zip): same as above	Cell Phone: same as above
Employer: Texas Dept. of State Health Services - Texas WIC	Email:
Occupation: Engagement Specialist	FAX Number: n/a

Are you a Travis County Resident? ☒ Yes ☐ No

What Precinct do you live in? ☐ Precinct 1 ☒ Precinct 2 ☐ Precinct 3 ☐ Precinct 4

How much time can you devote each month? ☐ 5-8 hours ☐ 13-16 hours ☒ 9-12 hours ☐ More than 16 hours

Skills and Experience:

☒ Advertising	☐ Finance/ Budget	☒ Marketing
☒ Administration Management	☐ Fund Raising	☒ Operations
☐ Child Care	☐ Government	☒ Public Relations
☒ Consulting	☒ Health Care	☐ Public Safety
☐ Education	☐ Human Resources	☒ Public Speaking
☐ Event Planning	☐ Legal	☐ Sales
		☒ Writing/ Communication

☐ Other: _____

_____

Application for Appointment

Please describe your interest in serving on the Board/Commission and any qualifications, areas of expertise or special interests that relate to your possible appointment. Please specify any other board appointments (past or present) and length of service, if applicable.

As a public health dietitian, my passion and expertise lies in making nutritious, locally-sourced food accessible by making it acceptable and desirable in the communities most in need of it. I'm keen on turning complicated research and data into simple, actionable, meaningful messages that empowers community members to create healthy, sustainable nutrition environments.

Some examples of pertinent professional and volunteer experience in reaching Austin's underserved and food insecure include working with faith-based initiatives, community partners and managing the outreach team to successfully implement the City of Austin's iThrive initiative for two grant cycles. I also volunteered as a research assistant to Karen Banks for the Central Texas Foodshed Assessment (including outreach and conducting focus groups), and I currently manage stakeholder engagement and communications strategy using emerging technologies - including mobile apps and SMS messaging - for Texas WIC.

Another volunteer experience that highlights my love of communications is my long-time support and participation in the arts in Austin. I frequently contribute my time and energy to productions in town as a producer, director, performer and technical collaborator with companies like the Austin Playhouse, the Exchange Artists, and the Bedlam Faction.

I think my unique experience as an RD focused on engaging health communications - particularly using technology - could provide a fresh perspective on communicating the goals and mission of the SFPB to all stakeholders. I look forward to the possibilities!

Please submit your resume with this application, with references and contact information.

I agree to file with the County Judge the attached non-conflict of interest affidavit prior to being considered for an appointment by Travis County. I further agree to file an amendment in the event my status should change during my tenure on a county board.

Signature: RD LD Date: 02/06/13

NON-CONFLICT OF INTEREST AFFIDAVIT

DEFINITION:

> "No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties."

Know All Men by These Present

HILDRETH ENGLAND has read and understands the definition shown above as it relates to any possible conflict of interest.

The undersigned makes this affidavit as specified to clearly state that his/her appointment to SUSTAINABLE FOOD POLICY Board of Directors will not create a conflict of interest on his/her part or on the part of any immediate family member.

In witness thereof, the undersigned has signed and sealed this instrument on this the 5TH day of FEBRUARY 2013.

Signature of Appointee

02/05/13
Date

Personally appeared before the undersigned, JOHN V. HANNEMANN, who after being duly sworn, deposes and states that the facts stated in the above affidavit are true. Signed on this 5TH day of FEBRUARY 2013.

Notary Public In and for The State of Texas

(seal)

JOHN V. HANNEMANN
Notary Public
STATE OF TEXAS
Commission Exp. 12-01-2013
Notary without Bond

HILDRETH ENGLAND, RD LD

EDUCATION

1996 - 2000 | Georgetown University | Washington, DC
Bachelor of Science, Foreign Service

2006-2009 | Texas State University | San Marcos, TX
Bachelor of Science, Nutrition and Foods
Summa Cum Laude

WORK EXPERIENCE

March 2012 - Present | Texas WIC* (DSHS) | Austin, TX
Special Supplemental Nutrition Program to Women, Infants, and Children
Engagement Specialist

- Contracts management and project oversight in Texas WIC communications, outreach, and brand development, including a complete redesign of Texas WIC's primary public portal, TexasWIC.org and creation of staff extranet site TexasWICStaff.gov.
- Utilize behavior change theories, client-centered design and emerging technologies to engage key WIC stakeholders in the program with social media, internal- and external-facing web content, mobile app development/design and eLearning systems development.
- Provide departmental support for Texas WIC's change management process, including business use case preparation, goals and objectives communications, and presentations to key WIC and DSHS management.

January 2011 – February 2012 | Texas WIC* (DSHS) | Austin, TX
Special Supplemental Nutrition Program to Women, Infants, and Children
Nutrition Education (NE) Consultant

- As State Agency NE **Training Team Lead**, oversaw development, production, and presentation of NE trainings presented to **all levels of ~3000 WIC staff** across the state of Texas; presented training on effective counseling strategies, behavior change theories, maternal and child health topics, and evidence-based nutrition research via distance and on-site learning.
- Created NE materials for WIC participants, including lessons (online and in-class) and the annual WIC Shopping Guide.
- Coordinate the bi-monthly publication, content management and review of the nationally-distributed **Texas WIC News**.

June 2010 - December 2010 | Sol Marketing Concepts | Austin, TX
Assistant Business Manager, Research Associate

- Helped manage a small market research firm; provided business support, organized and participated in **quantitative and qualitative research**, collaborated with creative team on effective messaging, market evaluation, and brand strategies.

January 2007 – Present | Sersano Nutrition | Austin, TX
Owner

- Provide nutrition counseling, education, and evidence-based nutrition care plans to groups and individuals.
- Work with community partners to provide free healthy living education to underserved Austin zip codes.

May 2007 – July 2009 | TKO Advertising/City of Austin | Austin, TX
Grassroots Marketing Coordinator; Associate

- Created, trained & supervised a team of public health educators as part of the **federally-funded STEPS to a Healthier Austin "iThrive" campaign** for '06-'07 and '07-'08 grant years.
- Managed outreach program logistics, team budget & payroll, evaluated & documented program performance to City of Austin, & maximized team exposure at >30 events/year and to underserved communities in Austin.
- Participated in detailed market research, creation/administration of public information campaigns, and provision of services in **award-winning social advocacy marketing**.

HILDRETH ENGLAND, RD LD

SPECIAL PROJECTS

March 2012 – June 2012 **Mobile App: Health Care Provider's Guide to Breastfeeding**
Project Manager
- Provided project oversight of development and design of a mobile application (iOS) that seeks to improve health care professionals' knowledge and access to resources in clinical lactation management. Currently available in iTunes.

December 2009 – June 2011 **Research: Central Texas Foodshed Assessment**
Research Assistant
- Assisted Karen Banks, Principal Investigator (LBJ School of Public Affairs; University of Texas at Austin) in research funded by the USDA to study barriers to and disparities in access to healthy foods

October 2009-January 2011 **Sustainable Food Center Policy Committee**
Volunteer
- Participated in identifying and informing Texas legislative policy discussions relevant to SFC's programs that support sustainable agriculture and equitable access to healthy foods.

January-May 2009 **Research: San Marcos Infant Weaning Practices**
Research Assistant
- Helped coordinate volunteers, training, and documentation for Julia von Bank, MS Nutrition Graduate Student at Texas State University, in her research to determine the effects of infant feeding practices on long-term nutritional health of San Marcos infants.

2005-2007 **River City Youth Foundation**
Volunteer Cook, Nutrition Educator
- Created a pilot, outcomes-based educational summer program for pre-k to 9th grade students sponsored by RCYF; focused on improving nutrition knowledge and food safety skills using hands-on activities in the kitchen and supporting online learning materials.

DIETETIC INTERNSHIP

August 2009 - September 2010 **SODEXO Distance Dietetic Internship** **Austin TX**
Completed a comprehensive program of accredited dietetics study that emphasized professional networking, time-management, and self-directed learning. Highlights include:

Internship Concentration - Translating Nutrition Research into Public Health Policy
- I reported on and helped conduct research to determine disparities in access to culturally appropriate, healthy food based on consumer and farmer perceptions of the Central Texas food system. I helped train field assistants to perform community needs assessments, coordinated outreach, conducted focus groups with study participants, and reported on findings to help inform the Sustainable Food Center's local agricultural and nutrition policy recommendations.

Clinical Rotation - St. David's North Austin Medical Center, St. David's South Austin Hospital
- Provided staff relief evaluating patients for nutritional risk; offered nutrition education and medical nutrition therapy to patients at two different clinical sites (>225 beds); worked as a member of an interdisciplinary team in the ICU, medical/surgical unit, and labor & delivery unit.
- *Clinical Specialty:* Rural Maternal and Pediatric Nutrition, Community Health Ctr. of South Central Texas; Gonzales, TX

Foodservice Management Rotation - Hutto Independent School District, Hutto, TX
- Worked in personnel management, policies & procedures, fiscal administration, procurement & proposals, and system analyses for district of 4400 students.
- Designed & conducted staff in-services & student events, created materials and lesson plans in Food Security for Sodexo's philanthropic initiative to tackle health disparities.

Community Rotation - Meals on Wheels and More, Austin, TX
- Participated in program evaluation of Meals for Kids; researched cost savings of nutrition interventions with older adults.
- Developed materials and presented nutrition education to all ages, including annual interactive Wellness workshop for teens age 12-18.

HILDRETH ENGLAND, RD LD

SKILLS & AFFILIATIONS

- Registered Dietitian (CDR), Licensed Dietitian (Texas Dept. of State Health Services)
- Advanced proficiency Microsoft Office Suite; Proficient with University of Minnesota NDSR Database software, TxNEA and NEMS Nutritional Environment Assessment tools, MediTech, ESHA Food Database, Nutribase (v. 8), Adobe CS5 (Mac or PC)
- 15+ years of detailed administrative experience, 8+ years in project management, marketing, and market research; 4+ years academic and applied nutrition/public health research
- Languages: French (fluent), Spanish (low-level conversational)

HONORS & AWARDS

▪ 2012 – Award for distinguished performance on 'HCP's Guide to Breastfeeding' mobile app	*Texas WIC*
▪ 2011 - City of Austin Certificate of Appreciation	*Sustainable Food Center*
▪ 2009 – Excellence in Research	*Texas State University*
▪ 2006-2009 – Dean's List, Academic Excellence	*Texas State University*
▪ 2006, 2007 - Volunteer of the Year	*River City Youth Foundation*

REFERENCES & RECOMMENDATIONS

Karen Banks, MS

Deb Gabor, President, Sol Marketing Concepts

"I had the pleasure of working with Hildreth at Sol Marketing Concepts, where she dazzled all of us with her creativity and organizational prowess. She elevated the practice of administrivia to a high art by setting up business processes and protocols that streamlined our business operations to the point that they seemed to function on auto-pilot. When Hildreth left Sol, so did my will to live. All kidding aside, Hildreth's programs remain intact today and are the cornerstone of a high-functioning operation that focuses its energy on our most important activities: the billable ones. I strongly recommend Hildreth for any position for which she applies. Not only is she one of the best minds I've ever worked with, she is also poised and self-confident in even the most challenging situations. She is at once extremely detail-oriented yet a strategic, big-picture thinker of the best kind! I'm just sorry that I've lost her to bigger and better things!"

Raul Garza, Co-Founder/Creative Director, TKO Advertising

"Hildreth is a brilliant wellness evangelist. She combines rich clinical knowledge with personal insight and compassion to provide effective, client-centered solutions. I've worked extensively with Hildreth on wellness outreach targeting low income and at-risk populations, and have been consistently delighted with her creativity and attention-to-detail. She is an organized, reliable, and accountable team member. Wellness and nutrition in the public realm is a sensitive subject. In this regard Hildreth was particularly valuable to our team–offering engaging solutions for the target audience, while addressing the organizational goals of our clients and their partners. When it comes to nutrition and wellness, Hildreth is one professional who offers right brain, left brain, and plenty of heart."

Item 41

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013

Prepared By/Phone Number: Tim Labadie 854.5864

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Ryder Pettit. Executive Session also pursuant to Tex. Gov't Code § 551.071(1)(B).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:

Danny Hobby 854.9367

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

Item 42

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013, Executive Session
Prepared By/Phone Number: John Carr, 854-4772
Dept. Head: Roger El Khoury, M.S., P.E., Director, FMD, 854-4579
County Executive: Leslie Browder, PBO, 854-9106
Sponsoring Court Members: Judge Biscoe

AGENDA LANGUAGE:
Consider and take appropriate action regarding the potential purchase of real estate in Central Austin (Exec Session Gov't Code Ann 551.071 & 551.072).

BACKGROUND/SUMMARY OF REQUEST:
Facilities Management Department (FMD) alerted the Commissioners Court on October 30, 2012 of a ½ acre site with building and parking lot that was available for sale in Central Austin. The Commissioners Court directed staff to indicate interest and to obtain additional information on the property.

STAFF RECOMMENDATIONS:
Facilities Management Department recommends that the Commissioners Court receive an update and provide direction regarding any additional actions if any regarding this real estate.

ISSUES AND OPPORTUNITIES:
The property listed for sale is on a site that might be desirable for the County.

FISCAL IMPACT AND SOURCE OF FUNDING:
None at this time.

REQUIRED AUTHORIZATIONS:
John Hille, County Attorney's Office, 854-9642

Item 43

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013, Executive Session
Prepared By/Phone Number: John Carr, 854-4772
Dept. Head: Roger El Khoury, M.S., P.E., Director, FMD, 854-4579
County Executive: Leslie Browder, PBO, 854-9106
Sponsoring Court Members: Commissioner Daugherty

AGENDA LANGUAGE:
Consider and take appropriate action regarding accepting donation of Wachovia Official Check for $5,065.77 from Save the Firehall. (Exec Session Gov't Code Ann 551.071)

BACKGROUND/SUMMARY OF REQUEST:
Facilities Management Department (FMD) has been informed that the check previously provided to Travis County from the Manchaca Save the Firehall community group needs to be formally accepted by the County, or it will escheat to the State of Texas in March 2013. The Save the Firehall community group voted to gift to Travis County this remaining balance of the funds raised for use on the community center as Travis County sees fit. The check has been held by the County Attorney's office pending this formal acceptance of the funds.

STAFF RECOMMENDATIONS:
Facilities Management Department recommends that the Commissioners Court accept the donation from Manchaca Save the Firehall community group.

ISSUES AND OPPORTUNITIES:
The property remains vacant at this time with the exception of the Cowboy Church that licenses it for use on Sunday mornings.

FISCAL IMPACT AND SOURCE OF FUNDING:
None at this time.

REQUIRED AUTHORIZATIONS:
Barbara Wilson, County Attorney's Office, 854-9567

Item 44

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013, Executive Session
Prepared By/Phone Number: John Carr, 854-4772
Dept. Head: Roger El Khoury, M.S., P.E., Director, FMD, 854-4579
County Executive: Leslie Browder, Planning and Budget, 854-9106
Sponsoring Court Members: Judge Biscoe

AGENDA LANGUAGE:
Receive briefing and take appropriate action regarding lease issues at 700 Lavaca with Mitchell & Colmenero, LLP (Exec Session Gov't Code Ann 551.071 & 551.072).

BACKGROUND/SUMMARY OF REQUEST:
Mitchell & Colmenero, LLP (Tenant) has indicated their interest in exercising the option to extend the lease for space on the sixth floor for a five year additional term. The Tenant is leasing 5,233 square feet of space at Suite 607.

STAFF RECOMMENDATIONS:
FMD recommends the Commissioners Court receive a briefing regarding this lease and provide direction on how to proceed.

ISSUES AND OPPORTUNITIES:
Facilities Management Department will discuss the Tenant's request during the presentation.

FISCAL IMPACT AND SOURCE OF FUNDING:
To be discussed.

REQUIRED AUTHORIZATIONS:
John Hille, County Attorney's Office, 854-9455.

Item 46

Travis County Commissioners Court Agenda Request

Meeting Date: 02/26/13
Prepared By/Phone Number: Laurie R. Eiserloh, 854-9513
Elected/Appointed Official/Dept. Head: David A. Escamilla
Commissioners Court Sponsor: Hon. Samuel T. Biscoe

AGENDA LANGUAGE: IN CONSULTATION WITH COUNTY ATTORNEY, CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE EXTENSION OF ADMINISTRATIVE LEAVE WITH PAY FOR JUVENILE PROBATION EMPLOYEE, SLOT 30005259. (EXECUTIVE SESSION UNDER GOV'T. CODE ANN. §551.071, CONSULTATION WITH ATTORNEY, AND §551.074, PERSONNEL EXCEPTION)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Item A1

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, February 26, 2013
Prepared By/Phone Number: Deece Eckstein, 854-9754
Elected/Appointed Official/Dept. Heads: Sherri Fleming, 854-4581
Deece Eckstein, 854-9754
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING JOINT TRAVIS COUNTY-CITY OF AUSTIN APPOINTMENTS TO THE CENTRAL HEALTH BOARD OF MANAGERS, INCLUDING:

A. DESIGNATING MEMBERS OF THE COURT AND COUNTY STAFF TO PARTICIPATE IN THE SCREENING COMMITTEE PROCESS; AND,
B. DESIGNATE A TIME FOR THE FULL COURT TO INTERVIEW CANDIDATES SELECTED BY THE SCREENING COMMITTEE.

SUMMARY AND IGR RECOMMENDATION:

In January, the Court and the Public Health and Human Services Subcommittee of the Austin City Council adopted a process for jointly selecting a member of the Central Health Board of Managers. Under that process, the deadline for applications was Friday, February 22, 2013.

The next step in the process is a review of all the applications by a six-member screening committee composed equally of representatives of the City and County. The Subcommittee intends to appoint one councilmember and two City staffers. IGR recommends that the Court:

1. appoint one member of the Court and two County staff to the screening committee; and
2. set aside time during the week of March 4 to interview the candidates recommended by the screening committee.

BACKGROUND:

Membership

Central Health/Travis County Healthcare District (TCHD) Board of Managers:

- Nine members, with four-year staggered terms
  - Four appointed by the Travis County Commissioners Court
  - Four appointed by the Austin City Council
  - One appointed jointly by the two bodies
- The current County-City appointee, Anthony Haley, resigned at the end of 2012
- Subject to the Uniform Appointment Process

The Commissioners Court makes four appointments to the Travis County Healthcare District (DBA Central Health) Board of Managers. Additionally, the Commissioners Court and the Austin City Council jointly make one appointment to the nine-member board. Terms are for four years, and are staggered. The Board's bylaws provide that the Managers will serve until their re-appointment or the selection of their successor.

Process

Anthony Haley, the joint County-City appointee, resigned from the Board effective December 31, 2012. On January 15, the Court discussed the outlines of a process and authorized IGR to work with elected officials and staff at the City of Austin to flesh out the joint process and to develop a set of application materials. On January 22, the Court adopted the process and application materials recommended by the joint effort, issuing a Call for Applications with a deadline of February 22, 2013.

The process adopted by the Court and the Council Subcommittee calls for the screening committee to meet within the next week and identify three candidates to be interviewed separately by both the Commissioners Court and the Subcommittee.

Qualifications

With input from Central Health, the Court and the Subcommittee suggested the following qualifications in the Call for Applications:

1. Senior management-level experience in a non-governmental entity
2. Experience serving on Boards of Directors for high-level businesses or for-profit organizations
3. Demonstrated leadership experience requiring strategic planning, execution, and maintenance of successful business operations
4. Knowledge of the issues and components related to the "safety net" health system.

5. Understanding of the operating principles and value of Federally Qualified Health Centers (FQHCs).
6. Reflective of the diversity of the communities served by Central Health
7. Mature and seasoned community leader

In addition to these criteria, the County requires applicants to complete a Conflict of Interest Disclosure Affidavit.[1] Responses to the Affidavit provide valuable information to the Court, but do not act as an absolute bar to service on the Central Health Board of Managers.

The County also requires a Central Health appointee, as a precondition for assuming his or her role, to complete a Personal Financial Statement document.

FISCAL IMPACT AND SOURCE OF FUNDING: Not applicable.

REQUIRED AUTHORIZATIONS: None.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

Sherri Fleming
County Executive, Health and Human Services & Veterans Services
Phone: 854-4581
Email: Sherri.Fleming@co.travis.tx.us

Prema Gregerson
County Attorney's Office
Phone: 854-9224
Email: Prema.Gregerson@co.travis.tx.us

Beth Devery
County Attorney's Office
Phone: 854-6654
Email: Beth.Devery@co.travis.tx.us

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[1] The City has a different conflicts requirement, but for purposes of this appointment adopted the County's approach.

Ann-Marie Price, Director of Government Affairs
Central Health
Phone: 978-8179
Email: annmarie.price@centralhealth.net

ATTACHMENTS:

A. Current roster of Central Health Board of Managers members, updated February 26, 2013.

B. Timetable for making the joint City-County appointment to the Central Health Board of Managers, adopted January 22 (Court) and January 24 (Subcommittee).

ATTACHMENT A

Central Health Board of Managers

Current Membership	First Appointed	Date Reappointed	Term Expires
Rosie Mendoza, *Chair* Contact Phone: (512) 708-1690 E-mail Address: rosiem@rmendozacpa.com Nominated by: Mayor Lee Leffingwell Representing: City resident, if applicable	08/01/04	03/05/09	12/31/12
VACANT Contact Phone: E-mail Address: Nominated by: Outside Representing: City Council & Travis County	06/11/09 Resigned 12/31/12		12/31/16
Brenda Coleman-Beattie, *Treasurer* Contact Phone: (512) 329-9990 Nominated by: Travis County Representing: Travis County	03/31/09	10/05/10	12/31/15
Guadalupe Zamora, M.D. Contact Phone: (512) 482-0248 Email Address: GZamora1@austin.rr.com Nominated by: Travis County Representing: Travis County	01/15/13		12/31/16
Thomas Coopwood, M.D. Contact Phone: (512) 345-1316 E-mail Address: tcoopwood1@austin.rr.com Nominated by: Mayor Lee Leffingwell Representing: City resident, if applicable	01/01/08	12/08/11	12/31/14
Katrina Daniel Contact Phone: (512) 619-8638 E-mail Address: katrina.daniel@sbcglobal.net Nominated by: Mayor Lee Leffingwell	07/23/09	01/27/11	12/31/14
Clarke Heidrick Contact Phone: (512) 480-5636 E-mail Address: cheidrick@gdhm.com Nominated by: Travis County Representing: Travis County	08/01/05	12/29/09	12/31/13
Lynne Hudson Contact Phone: (512) 000-0000 E-mail Address: l.hudson@sbcglobal.net Nominated by: Mayor Lee Leffingwell	04/21/11		12/31/13
Rebecca Lightsey Contact Phone: (512) 473-2800 E-mail Address: rlightsey@texasappleseed.net Nominated by: Travis County Representing: Travis County	03/18/11	10/25/11	12/31/15

Updated: February 26, 2013

ATTACHMENT B

Proposed Process and Timeline for Selecting a Central Health Board of Managers Member Representing the City of Austin and Travis County

DATE	CITY OF AUSTIN	JOINT	TRAVIS COUNTY
January 15	PHHS Subcmte. meets, approves process		Cmsnrs. Ct. receives briefing, approves process
January 16-18		Staff group works to finalize application materials and public information campaign, timetable[i]	
Week of January 21	PHHS approves packet, issues Call for Applications (1/24)		Commissioners Court approves packet, issues Call for Applications (1/22)
Friday, February 22		DEADLINE for Applications[ii]	
Week of February 25		Joint City/County workgroup (3 from each) reviews applications, develops short list of 3 candidates[iii]	
Week of March 4	PHHS Subcmte. interviews all 3 candidates, ranks them[iv]		Commissioners Court interviews all 3 candidates, ranks them[v]
Week of March 11 (spring break)		Joint City/County workgroup compares rankings, identifies options[vi]	
Week of March 18[vii]			
Week of March 25[viii]	PHHS Subcmte. approves candidate for submission to full City Council for appointment to the Central Health BoM		Commissioners Court appoints finalist to Central Health BoM
April, 2013		Once the appointment is done, the workgroup meets to evaluate the process and see if it can be formalized for the future[ix]	

ATTACHMENT B

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[i] City staff and county staff have already exchanged the most recent application packets (as of 1/10), and will identify any meaningful difference between them for discussion/resolution.

[ii] Both the City and the County will aggressively promote information about the vacancy and recruit applicants. Applicants can apply either to the County or to the City's website. However, both the City and the County will exchange all applications received.

[iii] The six-member workgroup will be composed of equal numbers of staff and elected officials from each entity. They will individually review, then meet to discuss and prioritize, all the applications that have been received, working in a very short timeframe. More time may be necessary, however. The three persons identified by the workgroup will be known as "candidates."

[iv] The Public Health and Human Services Subcommittee has a regular schedule of meetings, but would convene in called meetings at key points through this process.

[v] TravCo IGR is checking to see if a Work Session of the Commissioners Court can be scheduled for Thursday, March 7.

[vi] If both the PHHS Subcommittee and the Commissioners Court rank the three candidates the same, then both bodies can proceed to formalize their appointments at the next opportunity. However, if the rankings differ, additional steps may be necessary. Options:

- If both entities are willing, they could re-interview the top two ranked candidates.
- The entities could each designate (in advance?) one member who will negotiate the final joint appointment on behalf of that entity (e.g., Councilmember Martinez and Judge Biscoe).

[vii] This week is left open to allow the two bodies to resolve any differences in their recommendations.

[viii] This timetable, while very ambitious, would allow the new joint appointee to participate in the Board of Managers' work beginning April 1, 2013.

[ix] Whether an interlocal agreement is adopted or not, the staffs should evaluate the process used this time, then memorialize its recommendations for the future.

Item C3 WS# _____
VS# _____

TRAVIS COUNTY COMMISSIONER COURT

AGENDA REQUEST

Please consider the following item for: Voting Session 2-27-2013.

I. A. Request made by County Auditor's Office, telephone number 854-9125.

B. Requested text: Receive monthly financial reports for the month of December, 2012 from the County Auditor's Office.

C. Approved by: _____.
Signature of Commissioner or Judge

II. A. Copies of reports delivered to Commissioners on Thursday, February 14, 2013 .

B. Have the agencies affected by this request been invited to attend the work session?
Yes _____ No__ X__ Please list those contacted and their phone numbers :

_____

_____

_____

III. PERSONNEL:

_____ A change in your department personnel. (Reclassifications, etc.)

IV. BUDGET REQUESTS:

If your request involves any of the following, please check appropriately:

_____ Additional funding for your department.
_____ Transfer of funds within your department budget.
_____ A change in your department's personnel.

The County Human Resource Management Department, and / or the Planning and Budget Office mist be notified prior to the submission of this agenda request.

AGENDA REQUEST DEADLINES

All agenda requests and supporting materials must be submitted to the County Judge's Office in writing by 5 p.m. on Tuesdays for the following week's meeting.

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, February 26, 2013
Prepared By/Phone Number: Tracy J Miller | 512.854.6923
Elected/Appointed Official/Dept. Head: Sheriff Greg Hamilton
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Receive state required Racial Profiling Report for calendar year 2012 from the Travis County Sheriff's Office.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Attached is the Tier 2 – Racial Profiling Report printed from the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) website and back-up.

STAFF RECOMMENDATIONS:
N/A

ISSUES AND OPPORTUNITIES:
N/A

FISCAL IMPACT AND SOURCE OF FUNDING:
N/A

REQUIRED AUTHORIZATIONS:
N/A

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

TIER 2 - FULL RACIAL PROFILING REPORT

Agency Name:	TRAVIS CO. SHERIFF'S OFFICE
Reporting Date:	02/15/2013
TCLEOSE Agency Number:	453100
Chief Administrator:	GREGORY M. HAMILTON
Agency Contact Information:	Phone: 512-854-6923 Email: tracy.miller@co.travis.tx.us

This Agency filed a full report because:
Our agency chooses to fully report even though it qualifies for the partial exemption.

Certification to This Report 2.132 (Tier 2) – Full Report

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling
TRAVIS CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

(1) clearly defines acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the TRAVIS CO. SHERIFF'S OFFICE from engaging in racial profiling;

(3) implements a process by which an individual may file a complaint with the TRAVIS CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the TRAVIS CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;

(4) provides public education relating to the agency's complaint process;

(5) requires appropriate corrective action to be taken against a peace officer employed by the TRAVIS CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the TRAVIS CO. SHERIFF'S OFFICE's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: ***GREGORY M. HAMILTON***
Chief Administrator

TRAVIS CO. SHERIFF'S OFFICE

Date: 02/15/2013

TRAVIS CO. SHERIFF'S OFFICEMotor Vehicle Racial Profiling Information

Gender:

1. **10202** Female
2. **17213** Male

3. **27415** **Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Race or Ethnicity:

4. **3275** African
5. **866** Asian
6. **15064** Caucasian
7. **7805** Hispanic
8. **363** Middle Eastern
9. **42** Native American

10. **27415** **Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Race or Ethnicity known prior to stop?

11. **690** Yes
12. **26725** No

13. **27415** **Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Reason for stop:?

14. **1333** Violation of law other than traffic
15. **28** Pre-existing knowledge (i.e. warrant)
16. **18406** Moving Traffic Violation
17. **7648** Vehicle Traffic Violation (Equipment, Inspection or Registration)

18. **27415** **Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Search conducted?

19. **547** Yes
20. **26868** No

21. **27415 Total**

Reason for search?

22. **225** Consent
23. **46** Contraband/evidence in plain sight
24. **170** Probable cause or reasonable suspicion
25. **4** Inventory search performed as result of towing
26. **102** Incident to arrest/warrant

27. **547 Total** (must equal line 19)

Contraband discovered?

28. **120** Yes
29. **427** No

30. **547 Total** (must equal line 19)

Description of Contraband

31. **70** Illegal drugs/drug paraphernalia
32. **0** Currency
33. **6** Weapons
34. **9** Alcohol
35. **34** Stolen property
36. **1** Other

37. **120 Total** (must equal line 28)

Arrest result of stop or search:

38. **90** Yes
39. **27325** No

40. **27415 Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Arrest based on:

41. **90** Violation of the Penal Code
42. **0** Violation of a Traffic Law
43. **0** Violation of City Ordinance
44. **0** Outstanding Warrant

Street address or approximate location of the stop:

45. **2086** City Street
46. **0** US Highway
47. **25329** County Road
48. **0** Private Property or Other

Written warning or a citation as a result of the stop:

49. **27360** Yes
50. **55** No

51. **27415 Total**

TRAVIS CO. SHERIFF'S OFFICE has submitted electronically the analysis in PDF format required by 2.134 CCP(c) which contains

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

I certify the analysis meets the above requirements.

Executed by: ***GREGORY M. HAMILTON***

Chief Administrator

TRAVIS CO. SHERIFF'S OFFICE

Date: 02/15/2013

Racial Profile Tier 2 - E-CITES	
GENDER	
5336	Female
7820	Male
0	Other
13,156	**Total**

Racial Profile Tier 2 - PATROL	
GENDER	
4866	Female
9393	Male
0	Other
14,259	**Total**

Racial Profile Tier 2 - COMBINED	
GENDER	
10202	Female
17213	Male
0	Other
27,415	**Total**

RACE	
1393	African
422	Asian
7206	Caucasian
3859	Hispanic
189	Middle Eastern
32	Native American
55	Other
13,156	**Total**

RACE	
1882	African
444	Asian
7627	Caucasian
3946	Hispanic
174	Middle Eastern
10	Native American
176	Other
14,259	**Total**

RACE	
3275	African
866	Asian
14833	Caucasian
7805	Hispanic
363	Middle Eastern
42	Native American
231	Other
27,415	**Total**

RACE KNOWN	
152	Yes
13004	No
13,156	**Total**

RACE KNOWN	
538	Yes
13721	No
14,259	**Total**

RACE KNOWN	
690	Yes
26725	No
27,415	**Total**

REASON for STOP	
15	Violation other than
11	Pre-existing
11550	Moving Traffic
837	Vehicle Traffic Violation
743	Other
13,156	**Total**

REASON for STOP	
370	Violation other than
17	Pre-existing
6856	Moving Traffic
6811	Vehicle Traffic Violation
205	Other
14,259	**Total**

REASON for STOP	
385	Violation other than
28	Pre-existing
18406	Moving Traffic
7648	Vehicle Traffic Violation
948	Other
27,415	**Total**

SEARCH Conducted	
56	Yes
13100	No
13,156	**Total**

SEARCH Conducted	
491	Yes
13768	No
14,259	**Total**

SEARCH Conducted	
547	Yes
26868	No
27,415	**Total**

REASON for Search	
12	Consent
0	Contraband/plain site
21	PC or reasonable susp
0	Impound
23	Incident to arrest
56	**Total**

SEARCH Conducted	
213	Consent
46	Contraband/plain site
149	PC or reasonable susp
4	Impound
79	Incident to arrest
491	**Total**

SEARCH Conducted	
225	Consent
46	Contraband/plain site
170	PC or reasonable susp
4	Impound
102	Incident to arrest
547	**Total**

CONTRABAND Discovered	
28	No
28	Yes
56	**Total**

CONTRABAND Discovered	
14167	No
92	Yes
14,259	**Total**

CONTRABAND Discovered	
14195	No
120	Yes
14,315	**Total**

Racial Profile Tier 2 - E-CITES	
DESCRIPTION of Contraband	
16	Illegal drugs
0	Currency
2	Weapons
9	Alcohol
0	Evidence
1	Other
28	**Total**

Racial Profile Tier 2 - PATROL	
DESCRIPTION of Contraband	
54	Illegal drugs
0	Currency
4	Weapons
0	Alcohol
34	Evidence
0	Other
92	**Total**

Racial Profile Tier 2 - COMBINED	
DESCRIPTION of Contraband	
70	Illegal drugs
0	Currency
6	Weapons
9	Alcohol
34	Evidence
1	Other
120	**Total**

ARREST Result of STOP	
29	Yes
13127	No
13,156	**Total**

ARREST Result of STOP	
61	Yes
14198	No
14,259	**Total**

ARREST Result of STOP	
90	Yes
27325	No
27,415	**Total**

ARREST Based On	
0	Violation of Penal Code
0	Violation of Traffic Law
0	Violation City Ordinace
0	Outstanding Warrant
0	**Total**

ARREST Based On	
90	Violation of Penal Code
0	Violation of Traffic Law
0	Violation City Ordinace
0	Outstanding Warrant
90	**Total**

ARREST Based On	
90	Violation of Penal Code
0	Violation of Traffic Law
0	Violation City Ordinace
0	Outstanding Warrant
90	**Total**

STOP Location	
1152	City Street
12004	County Road
13,156	**Total**

STOP Location	
934	City Street
13325	County Road
14,259	**Total**

STOP Location	
2086	City Street
25329	County Road
27,415	**Total**

WRITTEN WRN or CIT Given	
13156	Yes
0	No
13,156	**Total**

WRITTEN WRN or CIT Given	
14204	Yes
55	No
14,259	**Total**

WRITTEN WRN or CIT Given	
27360	Yes
55	No
27,415	**Total**

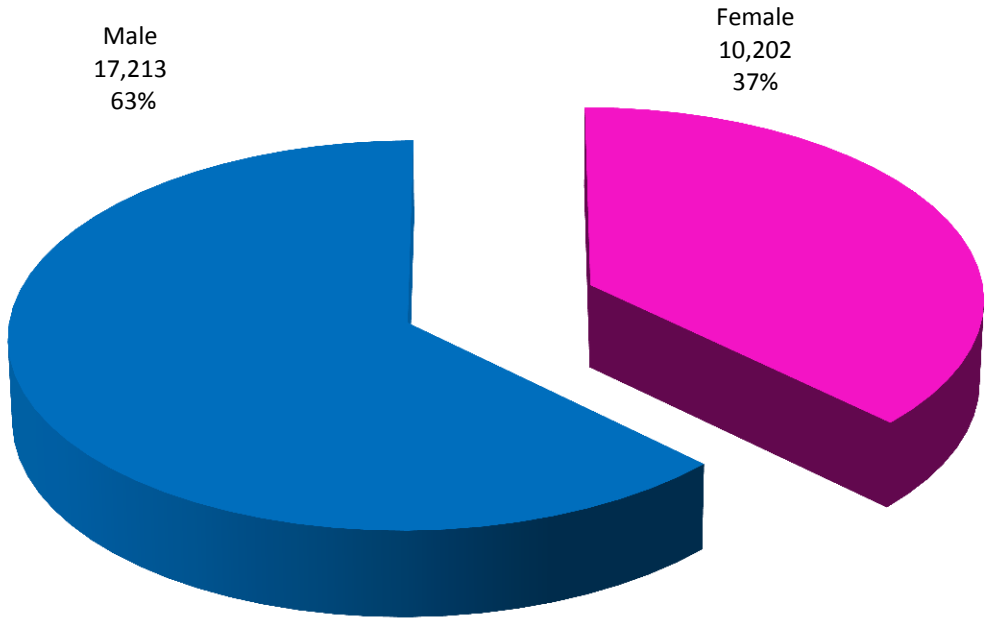
RACIAL PROFILING COMPLAINTS

The Internal Affairs division of the Travis County Sheriff's Office reported no complaints of racial profiling in 2012.

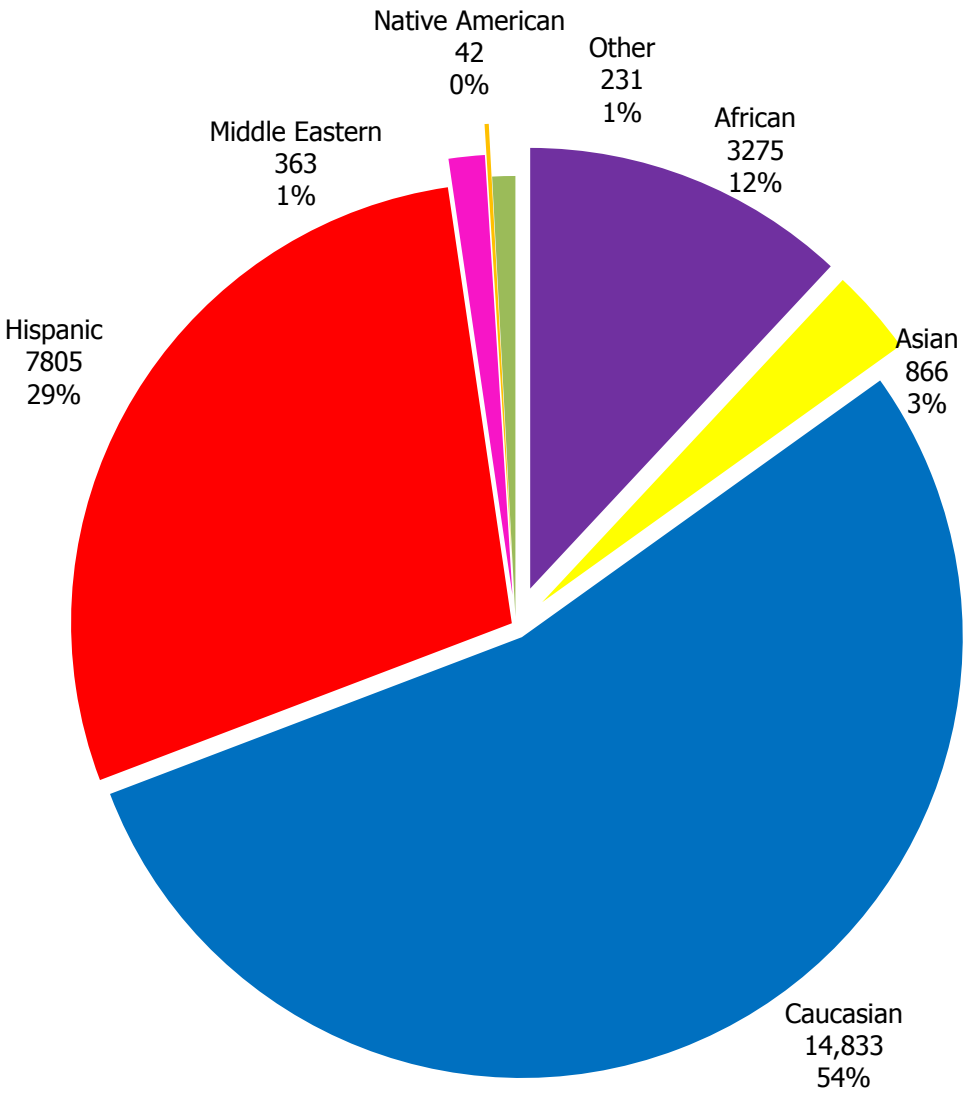
ADDITIONALLY

There are 3,271 records not included in the report. They were either listed as "unknown" or "other" for race or gender; or one of the other mandatory fields were left blank and it was unclear where we were to count the record. As it is a significant number they are included below.

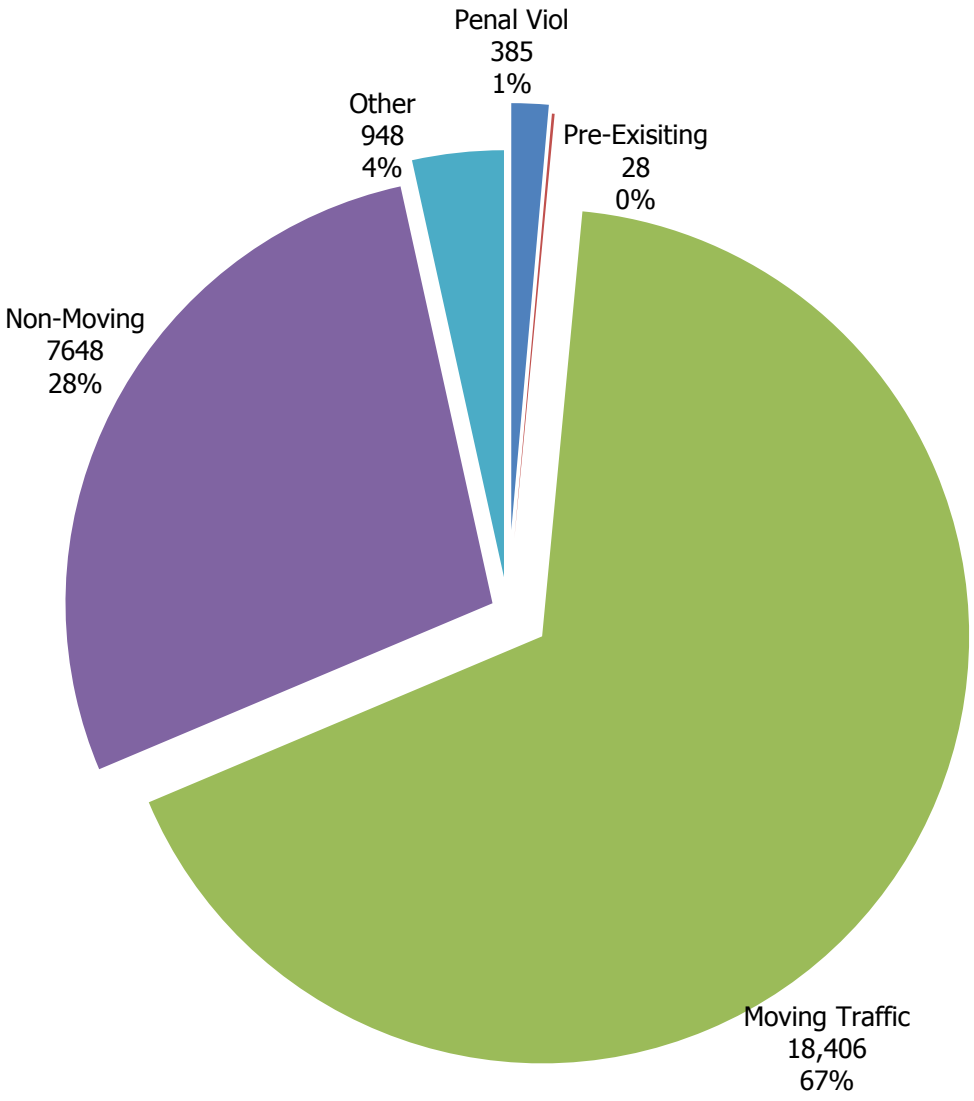
Totals	Reason & Category
35	Were deleted because there was a "?" in the RACE field
13	Were deleted because there was a "?" in the GENDER field
15	Were deleted because there was a "?" in the DID you Know the RACE or ETHNICTY of the Violator Prior to the Stop field was left blank
199	Were deleted because the DID you Know the RACE or ETHNICITY of the Violator Prior to the Stop field was left blank
146	Were deleted because there was a "?" in the REASON for the STOP field
88	Were deleted because there was a "?" in the LOCATION of Contact field
1887	Were deleted because the LOCATION of Contact field was left blank
39	Were deleted because there was a "?" in the REASON for CONTACT field
93	Were deleted because there was a "?" in the SEARCH field
526	Were deleted because there was a "?" in the WHAT was SEARCHED field
5	Were deleted because there was a "?" in the What CONTRABAND was Found field
126	Were deleted because they were UNATTENDED VEHICLES
99	Were deleted for other reasons
3,271	TOTAL records deleted due to entry error



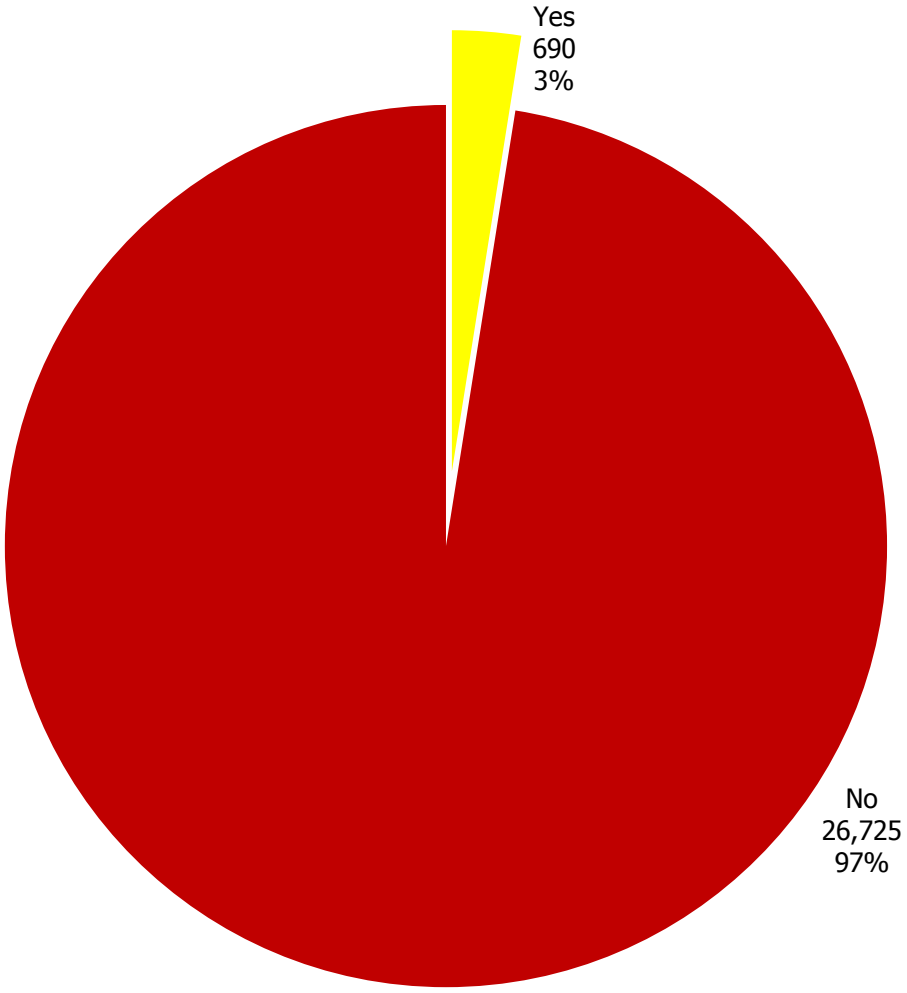
Gender



Race / Ethnicity



Reason for stop



Did you know the race before?

Item C5

Travis County Commissioners Court Agenda Request

Meeting Date: February 26, 2013
Prepared By/Phone Number: David Salazar, 854-9555
Elected/Appointed Official/Dept. Head: County Judge
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

RECEIVE STATE REQUIRED RACIAL PROFILING REPORT FOR CALENDAR YEAR 2012 FROM CONSTABLE, PRECINCT TWO.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached.

STAFF RECOMMENDATIONS:

Please see attached.

ISSUES AND OPPORTUNITIES:

Please see attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

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

ADAN BALLESTEROS

TRAVIS COUNTY CONSTABLE PRECINCT 2
10409 Burnet Road, Suite 150 Austin, TX. 78758-4418
Phone: (512) 854-9697 Fax : (512) 854-9196

2012 RACIAL PROFILING REPORT

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name:	TRAVIS CO. CONST. PCT. 2
Reporting Date:	02/19/2013
TCLEOSE Agency Number:	453102
Chief Administrator:	ADAN BALLESTEROS
Agency Contact Information:	Phone: 512-854-9697 Mailing Address: TRAVIS CO. CONST. PCT. 2 10409 Burnet Rd. Austin, Tx 78758

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

TRAVIS CO. CONST. PCT. 2 has adopted a detailed written policy on racial profiling. Our policy:

(1) clearly defines acts constituting racial profiling;

(2) strictly prohibits peace officers employed by the TRAVIS CO. CONST. PCT. 2 from engaging in racial profiling;

(3) implements a process by which an individual may file a complaint with the TRAVIS CO. CONST. PCT. 2 if the individual believes that a peace officer employed by the TRAVIS CO. CONST. PCT. 2 has engaged in racial profiling with respect to the individual;

(4) provides public education relating to the agency's complaint process;

(5) requires appropriate corrective action to be taken against a peace officer employed by the TRAVIS CO. CONST. PCT. 2 who, after an investigation, is shown to have engaged in racial profiling in violation of the TRAVIS CO. CONST. PCT. 2's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: ***ADAN BALLESTEROS***
Chief Administrator

TRAVIS CO. CONST. PCT. 2

Date: 02/19/2013

TRAVIS CO. CONST. PCT. 2Motor Vehicle Racial Profiling Information

Number of motor vehicle stops:

1. **944** citation only
2. **4** arrest only
3. **0** both
4. **948 Total** (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

5. **88** African
6. **44** Asian
7. **648** Caucasian
8. **149** Hispanic
9. **17** Middle Eastern
10. **2** Native American
11. **948 Total** (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

12. **0** Yes
13. **948** No
14. **948 Total** (lines 4, 11, 14 and 17 must be equal)

Search conducted?

15. **3** Yes
16. **945** No
17. **948 Total** (lines 4, 11, 14 and 17 must be equal)

Was search consented?

18. **1** Yes
19. **2** No
20. **3 Total** (must equal line 15)

HFC Item 1

NAMAN HOWELL SMITH & LEE PLLC
ATTORNEYS AT LAW

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Austin, Texas 78731
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MEMORANDUM
from
William C. Blount

TO: Travis County Judge and County Commissioners
Board of Directors of
Travis County Housing Finance Corporation

DATE: February 13, 2013

RE: Consideration of request to provide loans for developers of multifamily residential tax credit properties in the 2013 9% tax credit round

Agenda Date: February 19, 2013

Several developers have contacted the housing finance corporation staff regarding the possibility of the corporation and/or Travis County providing loans to the developers in order to assist the developers with obtaining additional points in the very competitive tax credit application process administered by TDHCA.

9% Tax Credit System

The 9% tax credit program is a Federal government program available to developers of affordable housing in their efforts to provide housing to low income residents. Essentially, a developer is awarded tax credits which it can then sell (or syndicate) in exchange for equity contributions which provide a portion of the funds to acquire and construct the project. In Texas, TDHCA administers the program and publishes a Qualified Allocation Plan ("QAP") to set forth the rules on which it will base its awarding of 9% tax credits in Texas. The process is quite competitive and this year, the region which includes Travis County is expected to generate 18 applications with only 2 applications expected to be awarded tax credits (3 is possible but not likely). TDHCA's plan sets out the standards which it will apply to award applicants points for various aspects of their project, such as sponsor characteristics, low-income set asides, tenant services, proximity to schools, community support, etc. The full QAP is online at http://www.tdhca.state.tx.us/multifamily/htc/docs/13-QAP.pdf.

A revised criteria for obtaining points this year is the provision of development funding by

a unit of general local government. Essentially, an applicant may gain a relatively large number of points by obtaining local support in the form of a development loan from the local government. For a proposed project in the county but outside of any city limits, that support can come from an entity such as TCHFC. For a project inside of a city, that support can come from the city or the county government.

Developer Proposal

The developer proposal is for the developer to pledge a certificate of deposit or similar cash collateral to the governmental entity (the County or TCHFC) providing the loan, therefore there would be no risk to TCHFC or the County of nonpayment. The loan would be for a stated term of 5 years, however, these loans are generally repaid within 30 to 180 days of the developer closing on its funding and it is not anticipated that the loan would be outstanding for longer than 180 days. It is anticipated that the developer would pay an application fee, pay for all costs (legal, etc.) of documenting the loan and pay an origination fee in order to obtain the loan.

Tax Credit applications from the developers are due to TDHCA on March 1. The developers at this point would only need a letter stating that the developer has applied for funding. However, the staff does not want to provide the confirmation letter if the loan program is something that neither the Commissioners Court nor the Board of TCHFC desire to establish. The actual loan transaction would occur in August. The loans would only be made to developers who received allocation from TDHCA so, while TCHFC has received 3 inquiries from developers, there will not be 3 loans made.

cc: Karen Thigpen
Andrea Shields
John Hille

Project Name	Address	City	Population Served	# of Units	Unit Types	% of AMI	Approximate Loan Amount
Windy Ridge Apartment Homes	10910 Ranch Rd 620	Austin (Unincorp)	Family/Vets	120	1, 2, 3BR	30, 50 & 60%	$1,800,000
Cottages at Wildhorse Creek	11725 Murchison St	Manor	Family	80	1, 2, 3BR	30, 50 & 60%	$66,000
The Hills of Pflugerville	Colorado Sands Dr	Pflugerville	Seniors	117	1, 2 BR	30, 50 & 60%	$425,000

PROMISSORY NOTE

$xxx ►◄ ►◄2013

FOR VALUE RECEIVED, Travis County Housing Finance Corporation ("*Maker*"), promises to pay to the order of ►◄ ("*Payee*"), at ►◄, or such other address as Payee may from time to designate, the sum of xxxxxxxx DOLLARS ($XXX) in legal and lawful money of the United States of America, together with interest thereon from date hereof at the rates describe below. Interest shall be computed on the basis of a 365 day year.

The interest rate due under this promissory note (the "*Note")* shall be equal to the lesser of (i) the Applicable Federal Rate or (ii) the Maximum Lawful Rate. The Applicable Federal Rate shall be determined on the date hereof. After maturity (whether by demand, acceleration or otherwise) until paid, interest shall accrue on the matured principal and accrued, but unpaid, interest at an annual rate equal to the Maximum Lawful Rate. Interest shall be computed on the basis of a 365 day year.

The term "Applicable Federal Rate," means the interest rate as provided by the Internal Revenue Service in Revenue Ruling 2012-20 that is effective as of the date hereof. The Applicable Federal Rate as of the date hereof is 0.24% per annum.

The term "Maximum Lawful Rate," means the greater of (i) the highest rate permitted by applicable Texas or United States law, or (ii) an annual rate equal to the weekly ceiling determined in accordance with the computation specified in the Texas Finance Code, as amended, as such weekly ceiling is in effect from time to time, but in no event greater than eighteen (18%) percent annually. Unless precluded by law, changes in the Maximum Lawful Rate created by statute or governmental action during the term of this Note shall be immediately applicable to this note on the effective date of such changes.

This promissory note (the "Note") is due and payable as follows, to-wit:

All principal and interest thereon shall begin to accrue on the Funding Date (as defined in that certain Term Loan Agreement between Maker and Payee dated as of ►◄) and shall be due and payable upon the Maturity Date defined in that certain Term Loan Note as of ►◄ from ►◄ to Maker.

Payment of this Note is secured by, and the holder of this Note is entitled to the benefits of, all deeds of trust, mortgages, security agreements, assignments, lien instruments, guaranties, endorsements, or other agreements (the "*Collateral Agreements*") executed or created by any person or entity (including but not limited to Maker) to secure payment of this Note. Without limiting the foregoing, the Collateral Agreements include:

An Assignment and Pledge Agreement executed of even date herewith by Maker and ►◄ in favor of Lender.

If default occurs in the payment of any principal or interest when due hereunder, or upon the occurrence of any default or failure to perform any covenant, agreement or obligation to be performed under any Collateral Agreements, or upon Maker's insolvency or business failure, the appointment of a receiver of all or any part of Maker's property, an assignment for the benefit of creditors of Maker, a calling of a meeting of creditors of Maker, the commencement of any proceeding under any bankruptcy, insolvency or debtor relief laws by or against Maker or any guarantor or surety for Maker, the holder hereof may, at its option, declare the entirety of this Note, principal and interest, immediately due and payable, and pursue any and all other remedies available to it at law or in equity, but failure to do so at any time shall not constitute a waiver of such holder's right to do so at any other time. Failure to exercise this option upon any default shall not constitute a waiver of the right to exercise it in the event of any subsequent defaults.

Upon default in the payment of this Note or upon default in the performance of or compliance with any of the terms of any of the Collateral Agreements, and after any notice and grace required by this Note, at the option of Payee, the unpaid balance of this Note shall be matured, and if Maker defaults in the prompt payment of this Note when due or declared due, and this Note is placed in the hands of an attorney for collection, or suit is brought on the Note, or the Note is collected through probate, bankruptcy or other judicial proceedings, then Maker, jointly and severally if more than one, agrees and promises to pay all reasonable attorney's fees, court costs and collection expenses incurred by Payee.

If at any time and from time to time Payee is prevented from collecting the rate of interest and the fees specified in this Note by applicable law or governmental regulation, Payee shall be entitled to recoup the amount it would have otherwise been able to collect (the "*Recoupment Amount*") during such period when the recoupment will not violate applicable law or regulation (the "*Recoupment Period*"). During each Recoupment Period, Maker shall continue to pay the Maximum Lawful Rate until there has been paid under this Note, in addition to the interest at the applicable rate specified herein during such Recoupment Period, an amount equal to the Recoupment Amount. Interest collected by Payee during each Recoupment Period shall first be applied to payment of current interest due at the applicable rate specified in this Note and any remaining interest collected shall be applied to the Recoupment Amount. When Payee has recouped all of the Recoupment Amount, the interest rate payable by Maker shall revert to the applicable rate specified in this Note. In no event, however, shall the interest rate charged hereunder ever exceed the Maximum Lawful Rate and in the event of any prepayment of this Note, only that portion of the Recoupment Amount which has been earned through the date of prepayment shall be payable.

Upon default in the payment of this Note or in the performance of any obligation contained in any Collateral Agreements, and after any notice and grace required by this Note, this Note and all obligations contained in any Collateral Agreements shall become immediately due at the election of Payee. Maker and each surety, endorser, guarantor and any other party liable for payment of this Note, in whole or in part, hereby severally: (i) waive demand, presentment for payment, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration, dishonor, and all other waivable notices, and diligence in collecting this Note or enforcing any of the Collateral Agreements; (ii) agree to any substitution, subordination, exchange or release of any party primarily or secondarily liable for payment of

this Note; (iii) agree that Payee shall not be required first to institute suit or exhaust Payee's remedies against Maker or others liable for payment of this Note or performance under any Collateral Agreement; and (iv) consent to any extension or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice to any of them, Payee's failure to exercise Payee's option to accelerate upon any default shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

Limitation of Interest: Maker confirms that Maker is not aware of any violation of applicable usury laws related to this note or any Collateral Agreement. The parties intend to conform strictly to the applicable usury laws and, to induce Payee to make a loan to Maker, Maker agrees that:

All existing or future agreements and transactions between Maker and the Payee are expressly limited so that under no circumstance shall the amount of Interest, as defined below, exceed the maximum legal rate allowed by applicable law.

If, under any possible construction of this Note or any Collateral Agreement, Excess Interest, as defined below, would otherwise be payable, any Excess Interest shall be automatically, as of the date of charging or payment, applied to a reduction of the principal balance of this Note and not to the payment of interest, or if the Excess Interest exceeds the unpaid principal balance of this Note it shall be refunded to Maker, and this Note and/or the Collateral Agreement shall be automatically reformed to reduce the Interest payable to the maximum legal rate without the necessity of execution of an amending document.

If Maker discovers that this Note or any of the Collateral Agreements may violate any applicable usury law, Maker shall notify Payee of the alleged violation and shall give Payee sixty days to cure the violation. During the sixty day notice and cure period, Maker shall not prosecute any claim or defense based upon a violation of applicable usury laws.

To the extent not prohibited by law, all Interest shall be amortized, prorated and spread, in equal parts, over the full stated term of this Note so that the actual rate of Interest is uniform through the term of this note.

"*Excess Interest*" shall mean all interest or fees charged, collected, or received in excess of the maximum legal rate of interest, including, but not limited to, those arising due to acceleration of maturity, late fees, prepayment, or demand for prepayment.

For purposes of this Limitation of Interest section, and only this section, the term "Interest" shall be all inclusive and shall mean the amount of interest contracted for, charged, or received by Payee from Maker, or any third party, for the use, forbearance, or detention of the principal of this Note.

If any installment becomes overdue for more than five (5) days, at Payee's option, five percent (5%) of the overdue installment amount will be charged ill order to defray the expense of handling the delinquent payment.

Maker may prepay all or any part hereof at anytime without penalty, and interest shall immediately cease on all amounts so prepaid. All prepayments shall be applied first to accrued but unpaid interest, the balance to installments due hereon in inverse order of maturity.

This Note shall be governed by and construed in accordance with the laws of the State of Texas.

THIS NOTE AND THE INSTRUMENTS BEING EXECUTED ALONG WITH IT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

BALLOON WARNING

This loan is payable in full at maturity. Maker must repay the entire principal balance of the loan and unpaid interest then due. Payee is under no obligation to refinance the loan at that time. Maker will therefore, be required to make payment out of other assets that Maker may own, or Maker will have to find another lender, which may be Payee, willing to lend Maker the money to pay the loan. If Maker refinances this loan at maturity, Maker may have to pay some or all of the closing costs normally associated with a new loan even if Maker obtains refinancing from Payee.

MAKER:
TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: _____
Name:
Title:

EXHIBIT "B"

The Agreement has been released and the original certificate, or passbook or other evidence of the Collateral (if any) has been returned to Debtor.

►◄

By: _____
Title: _____

TERM LOAN AGREEMENT

_____ Bank
Austin, Texas

Ladies and Gentlemen:

The undersigned, Travis County Housing Finance Corporation (the *"Borrower*"), has concurrently herewith borrowed from _____ Bank (the "*Lender*") the sum of LOAN AMOUNT ($xxxxxxxxxx) (the "*Loan*"), payable on the Funding Date (as hereinafter defined) as evidenced by that certain Term Loan Note of the Borrower bearing even date herewith payable to the order of Lender (the "*Note*") in said principal amount and expressed to mature and to bear interest as set forth in, and otherwise in the form of, the note attached hereto as Exhibit A. The Borrower executes and delivers this Agreement to set forth and confirm the terms and conditions applicable to the Note and the covenants, agreements, representations and warranties of the Borrower made in connection therewith:

SECTION 1. PAYMENTS.

Section 1.1. Prepayments. The Borrower shall have the privilege of prepaying the Note in whole or in part at any time and from time to time. All such prepayments shall be made upon not less than one (1) bank business day's prior notice to the Lender. Each prepayment shall be made by the payment of the principal amount to be prepaid and accrued interest thereon to the date fixed for prepayment.

Section 1.2. Payment of Fees. The Borrower shall pay to the Lender on the date hereof (the "*Closing Date*"), an amount equal to 1% of the original principal amount of the Loan (the "*Lender Fees*").

Section 1.3. Place and Application of Payments. The Borrower hereby agrees to make all payments of the Lender Fees, the principal and interest and all other amounts payable hereunder and under the Note (collectively, the "*Obligations*") promptly when due and such amounts due to the Lender under the Note shall be paid in accordance with the Note and any amounts due to the Lender's attorney for fees and expenses incurred in connection with the Loan shall be paid to such attorney on the Closing Date. All such payments shall be made in lawful money of the United States of America, in immediately available funds at the place of payment, without set-off or counterclaim and without reduction for, and free from, any and all present or future taxes, levies, imposts, duties, fees, charges, deductions, withholdings, restrictions or conditions of any nature imposed by any government or any political subdivision or taxing authority thereof.

Section 1.4. The proceeds of the Loan shall be payable by the Lender to the Borrower upon the demand of the Borrower on any business day on or before ►◄, 2013 (the "*Funding Date*"); provided, however, that ►◄, a Texas limited partnership ("►◄") has deposited collateral into the Account (as defined in the Bank Agreement) on or prior to the Funding Date pursuant to paragraph 4 of the Bank Agreement.

SECTION 2. SECURITY.

Section 2 .1. Collateral Documents. For the benefit of the Lender, as security for the payment of the Obligations, including without limitation, all principal of and interest on the Note, the Borrower and ►◄ hereby grant the Lender a lien on and security interest in the Account (as defined in the Bank Agreement), in each case whether now owned or existing or hereafter created, acquired or arising and has concurrently herewith executed and delivered that certain Assignment and Pledge Agreement, dated as of the Closing Date (the "*Bank Agreement*"), among ►◄ the Borrower and the Lender, granting the Lender a lien on and security interest in the Account.

Section 2.2. Further Assurances. The Borrower covenants and agrees that it shall comply with all of the terms and conditions of the Collateral Documents (as hereinafter defined) and that it shall, at any time and from time to time as requested by the Lender, execute and deliver such further instruments and do such other acts as the Lender may deem reasonably necessary or desirable to provide for or protect or perfect the lien and security interest of the Lender in the collateral security granted thereby.

SECTION 3. REPRESENTATIONS AND WARRANTIES.

The Borrower represents and warrants to the Lender as follows:

Section 3.1. The Borrower is duly organized, validly existing, and in good standing under the laws of the State of Texas and is duly licensed or qualified and in good standing in all jurisdictions wherein the nature of its activities or business conducted or property owned or leased by it requires such qualification or licensing. The Borrower is in full compliance with the terms of this Agreement and has full right, power, and authority to enter into this Agreement, to borrow the sum evidenced by the Note, to grant a lien on and security interest in its property pursuant to the Collateral Documents, and to perform each and all of the matters and things provided for in this Agreement, the Note and the Collateral Documents. The execution and delivery of this Agreement, the Note and the Collateral Documents, and the observance and performance of any of the matters and things herein or therein set forth, will not violate or contravene any provision of law or of the organizational documents of the Borrower, or to the Borrower's knowledge of any indenture, loan agreement or other agreement of or affecting the Borrower or any of its property.

Section 3.2. There is no litigation or governmental proceeding pending, nor to the Borrower's knowledge threatened, against the Borrower which, if adversely determined, would result in any material adverse change in the financial condition or properties, business or operations of the Borrower. All tax returns required to be filed by the Borrower in any jurisdiction have, in fact, been filed, and all taxes, assessments, fees, and other governmental charges upon the Borrower or upon any of its property, income, or franchises, which are shown to be due and payable in such returns, have been paid. The Borrower does not know of any proposed additional tax assessments against it for which adequate provisions in accordance with generally accepted accounting principles have not been made on its books and records. Adequate provisions in accordance with generally accepted accounting principles for taxes on the books of

the Borrower have been made for all open years, and for its current fiscal year. No authorization, consent, license, or exemption from, or filing or registration with, any court or governmental department, agency or instrumentality, is or will be necessary to the valid execution, delivery or performance by the Borrower of this Agreement, the Note or the Collateral Documents.

Section 3.3. The Borrower is not a party to any contracts or agreements with any of its Affiliates (as defined herein) on terms and conditions which are less favorable to the Borrower than would be usual and customary in similar contracts or agreements between persons or entities not affiliated with each other.

Section 3.4. The Borrower is in compliance in all material respects with all applicable local, state and federal environmental, health and safety statutes and regulations, and, to its knowledge, has not acquired, incurred or assumed, directly or indirectly, any material contingent liability in connection with the release of any toxic or hazardous waste or substance into the environment. The Borrower is not the subject to any evaluation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Specified Amendments and Reauthorization Act of 1986,42 U.S.C. §9601 et seq.

Section 3.5. No Event of Default or Default (as hereinafter defined) has occurred and is continuing.

Section 3.6. The Borrower understands that neither the Lender nor any person representing the Lender has made any representation to it, or accepts any responsibility, with respect to whether the Loan or the Note qualifies Playa del Pueblo for the award of certain points by the Texas Department of Housing and Community Affairs pursuant to its Housing Tax Credit Program Qualified Allocation Plan and Rules.

SECTION 4. COVENANTS.

From and after the date hereof and so long as any amount remains unpaid on the Note, except to the extent compliance in any case or cases is waived in writing by the Lender, the Borrower hereby covenants and agrees with the Lender as follows:

Section 4.1 . Maintenance of Business. The Borrower shall preserve and keep in force and effect all licenses and permits necessary to the proper conduct of its business.

Section 4.2. [intentionally deleted].

Section 4.3. Taxes. The Borrower shall duly pay and discharge all taxes, assessments and governmental charges upon or against the Borrower or against any of its property before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith by appropriate proceedings.

Section 4.4. [intentionally deleted].

Section 4.5. [intentionally deleted].

SECTION 5. EVENTS OF DEFAULT AND REMEDIES.

Section 5.1. Anyone or more of the following shall constitute an "Event of Default" hereunder:

(a) default in the payment when due (whether by lapse of time, acceleration, or otherwise) of any principal of or interest on the Note or any fee, charge, obligation or other amount payable hereunder of the Borrower to the Lender, which such default is not remedied within ten (10) business days after the due date;

(b) default in the observance or performance of any of the covenants set forth in Section 4 hereof or in any of the Collateral Documents which such default is not remedied within thirty (30) days after notice to the Borrower by the Lender;

(c) default in the observance or performance of any other provision hereof which is not remedied within thirty (30) days after notice thereof to the Borrower by the Lender;

(d) monetary default shall occur under any evidence of indebtedness issued, assumed or guaranteed by the Borrower or under any indenture, agreement or other instrument under which the same may be issued, and such default shall continue for a period of time sufficient to permit the acceleration of the maturity of any such indebtedness, or any such indebtedness shall not be paid when due (whether by demand, lapse of time, acceleration or otherwise) subject to applicable notice, grace and cure periods;

(e) any representation or warranty made by the Borrower herein, or made by the Borrower in any statement or certificate furnished by it pursuant hereto, proves untrue in any material respect as of the date of the issuance or making thereof;

(f) dissolution or termination of existence of the Borrower;

(g) the Borrower becomes insolvent or bankrupt, or bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or laws for the relief of debtors are instituted against the Borrower and are not dismissed within ninety (90) days after such institution, or a decree or order of a court having jurisdiction in the premises for the appointment of a trustee, receiver or custodian for the Borrower, or for the major part of its property is entered and the trustee, receiver or custodian appointed pursuant to such decree or order is not discharged within ninety (90) days after such appointment; or

(h) the Borrower shall institute bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or laws for the relief of debtors or shall consent to the institution of such proceedings against it by others or to the entry of any decree or order adjudging it bankrupt or insolvent or approving as filed any petition seeking reorganization under any bankruptcy or similar law or shall apply for or shall consent to the appointment of a

receiver, trustee or custodian for it or for the major part of its property or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts as they mature or shall take any corporate action in contemplation or in furtherance of any of the foregoing purposes.

Section 5.2. When any Event of Default described in subsections 5.l(a) to 5.1(h) has occurred and is continuing, the Lender may, by notice to the Borrower, declare the Obligations, including without limitation, the principal of and the accrued interest on the Note to be forthwith due and payable, and thereupon the Note, including both principal and interest, and all fees and charges payable hereunder shall be and become immediately due and payable without further demand, presentment, protest or notice of any kind.

SECTION 6. DEFINITIONS.

The following terms when used herein shall have the following meanings, such terms to be equally applicable to both the singular and plural forms of the terms defined:

"*Affiliate"* shall mean any person, firm, corporation or entity (herein collectively called a "Person") directly or indirectly controlling or controlled by, or under direct or indirect common control with, another Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

"*Collateral Documents*" means the Bank Agreement and any security agreements, assignments, mortgages, deeds of trust, financing statements and other documents as shall from time to time secure the Note and the obligations of the Borrower hereunder.

"Event of Default" shall mean any event or condition identified as such in Section 5.1 hereof and the term "Default" shall mean any event or condition which constitutes an Event of Default.

Capitalized terms defined elsewhere in this Agreement shall, unless otherwise specified, have the meanings so ascribed to them in all provisions of this Agreement.

SECTION 7. MISCELLANEOUS.

Section 7.1. Holidays. If any payment hereunder or under the Note becomes due and payable on a day which is not a bank business day, the due date of such payment shall be extended to the next succeeding bank business day on which date such payment shall be due and payable. In the case of any payment of principal falling due on a day which is not a bank business day, interest on such principal amount shall continue to accrue during such extension at the rate per annum then in effect, which accrued amount shall be due and payable on the next scheduled date for the payment of interest.

Section 7.2. No Waiver, Cumulative Remedies. No delay or failure on the part of the Lender or on the part of the holder of the Note in the exercise of any power or right shall operate as a waiver thereof or as an acquiescence in any Default, nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right. The rights and remedies hereunder of the Lender and of the holder of the Note are cumulative to, and not exclusive of, any rights or remedies which any of them would otherwise have. All of the covenants, warranties and representations of the Borrower herein shall be in addition to and cumulative of all other covenants, representations and warranties of the Borrower contained in, or provided for in, any other instrument or document now or hereafter executed and delivered by the Borrower to or in favor of the Lender.

Section 7.3. Amendments, Etc. No amendment, modification, termination or waiver of any provision of this Agreement, the Bank Agreement or of the Note nor consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be in writing and signed by the Lender and the Borrower. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

Section 7.4. Costs and Expenses. The Borrower agrees to pay on demand all reasonable costs and expenses of the Lender incurred by the Lender in connection with an Event of Default or the enforcement of this Agreement, the Note, the Collateral Documents and the other instruments and documents to be delivered hereunder and in preserving or protecting or exercising the rights of the Lender hereunder or thereunder or with respect to any collateral security for the Note or other liabilities and in connection with any action, suit or proceeding brought against the Lender by any person or entity which arises out of the transactions contemplated hereby or thereby or out of any action or inaction by the Lender hereunder or thereunder, including all of the foregoing incurred in any bankruptcy, arrangement or reorganization proceeding involving the Borrower.

Section 7.5. Stamp Taxes. The Borrower agrees to pay on demand any documentary, stamp or similar taxes payable in respect of this Agreement or the Note, including interest and penalties, in the event any such taxes are assessed, irrespective of when such assessment is made and whether or not any credit to it is then in use.

Section 7.6. Survival of Representations. All representations and warranties made herein or in certificates given pursuant hereto shall survive the execution and delivery of this Agreement and of the Note and shall continue in full force and effect with respect to the date as of which they were made as long as any credit is in use or available hereunder.

Section 7.7. Payments. The Borrower will promptly and punctually pay the principal of and interest on the Note without presentment of the Note and without any notation of any such payment being made on the Note.

Section 7.B. Addresses for Notices. All communications provided for herein shall be in writing and shall be deemed to have been given or made when served personally or when deposited in the United States mail addressed if to the Borrower at ►◄, or if to Lender at ►◄,

or at such other address as shall be designated by any party hereto in a written notice given to each party pursuant to this Section 7.8.

Section 7.9. Headings. Section headings used in this Agreement are for convenience of reference only and are not a part of this Agreement for any other purpose.

Section 7.10. Severability of Provisions. Any provision of this Agreement, the Note and/or the Collateral Documents, which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 7.11. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7.12. Binding Nature, Governing Law, Etc. This Agreement, the Note and/or the Collateral Documents, shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Lender and the benefit of its successors and assigns, including any subsequent holder of the Note. This Agreement and the rights and duties of the parties hereto shall be construed and determined in accordance with the laws of the State of Texas. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and any prior agreements, whether written or oral, with respect thereto are superseded hereby. The Borrower may not assign its rights hereunder without the written consent of the Lender.

[Remainder of Page Intentionally Left Blank]

Upon your acceptance hereof in the manner hereinafter set forth, this Term Loan Agreement shall be a contract between us for the uses and purposes hereinabove set forth.

Dated as of ►◄, 2013.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

BY: _____
Name:
Title:

[Signature Page to Term Loan Agreement]

Accepted and agreed to as of the day and year last above written.

►◄

By: _____
Name:
Title:

[Acceptance Page to Term Loan Agreement}

Exhibit A

PROMISSORY NOTE

$xxxxxxxxxx ►◄ ►◄, 2013

FOR VALUE RECEIVED, Travis County Housing Finance Corporation ("Maker"), promises to pay to the order of ►◄("Payee"), at ►◄, or such other address as Payee may from time to designate, the sum of ►◄($xxxxxxxxxx) in legal and lawful money of the United States of America, together with interest thereon from date hereof at the rates describe below. Interest shall be computed on the basis of a 365 day year.

The interest rate due under this promissory note (the "Note") shall be equal to the lesser of (i) the Applicable Federal Rate or (ii) the Maximum Lawful Rate. The Applicable Federal Rate shall be determined on the date hereof. After maturity (whether by demand, acceleration or otherwise) until paid, interest shall accrue on the matured principal and accrued, but unpaid, interest at an annual rate equal to the Maximum Lawful Rate. Interest shall be computed on the basis of a 365 day year.

The term "Applicable Federal Rate," means the interest rate as provided by the Internal Revenue Service in Revenue Ruling 2012-20 that is effective as of the date hereof. The Applicable Federal Rate as of the date hereof is 0.24% per annum.

The term "Maximum Lawful Rate," means the greater of (i) the highest rate permitted by applicable Texas or United States law, or (ii) an annual rate equal to the weekly ceiling determined in accordance with the computation specified in the Texas Finance Code, as amended, as such weekly ceiling is in effect from time to time, but in no event greater than eighteen (18%) percent annually. Unless precluded by law, changes in the Maximum Lawful Rate created by statute or governmental action during the term of this Note shall be immediately applicable to this note on the effective date of such changes.

This promissory note (the "Note") is due and payable as follows, to-wit:

All principal and interest thereon shall begin to accrue on the Funding Date (as defined in that certain Term Loan Agreement between Maker and Payee dated as of ►◄, 2013) and shall be due and payable upon the Maturity Date defined in that certain Term Loan Note as of ►◄, 2013 from ►◄. to Maker.

Payment of this Note is secured by, and the holder of this Note is entitled to the benefits of, all deeds of trust, mortgages, security agreements, assignments, lien instruments, guaranties, endorsements, or other agreements (the "Collateral Agreements") executed or created by any person or entity (including but not limited to Maker) to secure payment of this Note. Without limiting the foregoing, the Collateral Agreements include:

> An Assignment and Pledge Agreement executed of even date herewith by Maker and ►◄. in favor of Lender.

If default occurs in the payment of any principal or interest when due hereunder, or upon the occurrence of any default or failure to perform any covenant, agreement or obligation to be performed under any Collateral Agreements, or upon Maker's insolvency or business failure, the appointment of a receiver of all or any part of Maker's property, an assignment for the benefit of creditors of Maker, a calling of a meeting of creditors of Maker, the commencement of any proceeding under any bankruptcy, insolvency or debtor relief laws by or against Maker or any guarantor or surety for Maker, the holder hereof may, at its option, declare the entirety of this Note, principal and interest, immediately due and payable, and pursue any and all other remedies available to it at law or in equity, but failure to do so at any time shall not constitute a waiver of such holder's right to do so at any other time. Failure to exercise this option upon any default shall not constitute a waiver of the right to exercise it in the event of any subsequent defaults.

Upon default in the payment of this Note or upon default in the performance of or compliance with any of the terms of any of the Collateral Agreements, and after any notice and grace required by this Note, at the option of Payee, the unpaid balance of this Note shall be matured, and if Maker defaults in the prompt payment of this Note when due or declared due, and this Note is placed in the hands of an attorney for collection, or suit is brought on the Note, or the Note is collected through probate, bankruptcy or other judicial proceedings, then Maker, jointly and severally if more than one, agrees and promises to pay all reasonable attorney's fees, court costs and collection expenses incurred by Payee.

If at any time and from time to time Payee is prevented from collecting the rate of interest and the fees specified in this Note by applicable law or governmental regulation, Payee shall be entitled to recoup the amount it would have otherwise been able to collect (the "*Recoupment Amount*") during such period when the recoupment will not violate applicable law or regulation (the "*Recoupment Period*"). During each Recoupment Period, Maker shall continue to pay the Maximum Lawful Rate until there has been paid under this Note, in addition to the interest at the applicable rate specified herein during such Recoupment Period, an amount equal to the Recoupment Amount. Interest collected by Payee during each Recoupment Period shall first be applied to payment of current interest due at the applicable rate specified in this Note and any remaining interest collected shall be applied to the Recoupment Amount. When Payee has recouped all of the Recoupment Amount, the interest rate payable by Maker shall revert to the applicable rate specified in this Note. In no event, however, shall the interest rate charged hereunder ever exceed the Maximum Lawful Rate and in the event of any prepayment of this Note, only that portion of the Recoupment Amount which has been earned through the date of prepayment shall be payable.

Upon default in the payment of this Note or in the performance of any obligation contained in any Collateral Agreements, and after any notice and grace required by this Note, this Note and all obligations contained in any Collateral Agreements shall become immediately due at the election of Payee. Maker and each surety, endorser, guarantor and any other party liable for payment of this Note, in whole or in part, hereby severally: (i) waive demand, presentment for payment, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration, dishonor, and all other waivable notices, and diligence in collecting this Note or enforcing any of the Collateral Agreements; (ii) agree to any substitution, subordination, exchange or release of any party primarily or secondarily liable for payment of

this Note; (iii) agree that Payee shall not be required first to institute suit or exhaust Payee's remedies against Maker or others liable for payment of this Note or performance under any Collateral Agreement; and (iv) consent to any extension or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice to any of them, Payee's failure to exercise Payee's option to accelerate upon any default shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

Limitation of Interest: Maker confirms that Maker is not aware of any violation of applicable usury laws related to this note or any Collateral Agreement. The parties intend to conform strictly to the applicable usury laws and, to induce Payee to make a loan to Maker, Maker agrees that:

All existing or future agreements and transactions between Maker and the Payee are expressly limited so that under no circumstance shall the amount of Interest, as defined below, exceed the maximum legal rate allowed by applicable law.

If, under any possible construction of this Note or any Collateral Agreement, Excess Interest, as defined below, would otherwise be payable, any Excess Interest shall be automatically, as of the date of charging or payment, applied to a reduction of the principal balance of this Note and not to the payment of interest, or if the Excess Interest exceeds the unpaid principal balance of this Note it shall be refunded to Maker, and this Note and/or the Collateral Agreement shall be automatically reformed to reduce the Interest payable to the maximum legal rate without the necessity of execution of an amending document.

If Maker discovers that this Note or any of the Collateral Agreements may violate any applicable usury law, Maker shall notify Payee of the alleged violation and shall give Payee sixty days to cure the violation. During the sixty day notice and cure period, Maker shall not prosecute any claim or defense based upon a violation of applicable usury laws.

To the extent not prohibited by law, all Interest shall be amortized, prorated and spread, in equal parts, over the full stated term of this Note so that the actual rate of Interest is uniform through the term of this note.

"*Excess Interest"* shall mean all interest or fees charged, collected, or received in excess of the maximum legal rate of interest, including, but not limited to, those arising due to acceleration of maturity, late fees, prepayment, or demand for prepayment.

For purposes of this Limitation of Interest section, and only this section, the term "Interest" shall be all inclusive and shall mean the amount of interest contracted for, charged, or received by Payee from Maker, or any third party, for the use, forbearance, or detention of the principal of this Note.

If any installment becomes overdue for more than five (5) days, at Payee's option, five percent (5%) of the overdue installment amount will be charged in order to defray the expense of handling the delinquent payment.

Maker may prepay all or any part hereof at anytime without penalty, and interest shall immediately cease on all amounts so prepaid. All prepayments shall be applied first to accrued but unpaid interest, the balance to installments due hereon in inverse order of maturity

This Note shall be governed by and construed in accordance with the laws of the State of Texas.

THIS NOTE AND THE INSTRUMENTS BEING EXECUTED ALONG WITH IT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES

BALLOON WARNING

This loan is payable in full at maturity. Maker must repay the entire principal balance of the loan and unpaid interest then due. Payee is under no obligation to refinance the loan at that time. Maker will therefore, be required to make payment out of other assets that Maker may own, or Maker will have to find another lender, which may be Payee, willing to lend Maker the money to pay the loan. If Maker refinances this loan at maturity, Maker may have to pay some or all of the closing costs normally associated with a new loan even if Maker obtains refinancing from Payee.

MAKER:
TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: _____
Name:
Title:

TERM LOAN AGREEMENT

Travis County Housing Finance Corporation
Austin, Texas

Dated: ►◄, 2013

Ladies and Gentlemen:

The undersigned, ►◄. a Texas limited partnership (the "*Borrower*"), has concurrently herewith borrowed from the Travis County Housing Finance Corporation (the "*Travis County HFC'* or the "*Lender*") the sum of ►◄Dollars ($XXXXXX) (the "*Loan*") as evidenced by that certain Term Loan Note of the Borrower bearing even date herewith payable to the order of the Travis County HFC (the "*Note*") in said principal amount and expressed to mature and to bear interest as set forth in, and otherwise in the form of, the note attached hereto as *Exhibit A* in connection with the development of an approximately ►◄ (the "*Project*"). The Borrower executes and delivers this Agreement to set forth and confirm the terms and conditions applicable to the Note and the covenants, agreements, representations and warranties of the Borrower made in connection therewith:

SECTION 1. PAYMENTS.

Section 1.1. Prepayments. (a) Mandatory. All moneys received by the Lender from the Bank (as defined in Section 2.1 hereof) pursuant to the terms of this Agreement and the Bank Agreement (as defined in Section 2.1 hereof) shall be used to pay the Obligations (as defined below). Additionally, any applications of the money held in the Account (as defined in the Bank Agreement) to reduce the balance of the Bank Note (as defined in Section 2.1 hereof), shall be a credit against the balance due on the Note.

(b) Voluntary. The Borrower shall have the privilege of prepaying the Note in whole or in part at any time and from time to time without penalty All such prepayments shall be made upon not less than one bank business day's prior notice to the Lender. Each prepayment shall be made by the payment of the principal amount to be prepaid and accrued interest thereon to the date fixed for prepayment.

Section 1.2. Payment of Fees. The Borrower shall pay to the Lender (i) on the date hereof (the "*Closing Date*"), an amount equal to 5.25% of the original principal amount of the Loan, and (ii) for each full month the Loan is outstanding following the one year anniversary of the Closing Date, an amount equal to 0.4% of the remaining principal amount of the Loan calculated based on the outstanding principal amount thereof as of the first day of such month (collectively, the "*Lender Fees*"), payable, in the aggregate, to the Lender on the earlier of the Maturity Date or each January 15 and July 15 following the one year anniversary of the Closing Date so long as such Loan remains outstanding.

Section 1.3. Place and Application of Payments. The Borrower hereby agrees to make

all payments of the Lender Fees, the principal and interest and all other amounts payable hereunder and under the Note (collectively, the "*Obligations*") promptly when due and such amounts due to the Lender under the Note shall be paid in accordance with the Note and such amounts due to the Lender's attorney for fees and expenses incurred in connection with the Loan shall be paid to such attorney per the invoice submitted thereby. All such payments shall be made in lawful money of the United States of America, in immediately available funds at the place of payment, without set-off or counterclaim and without reduction for, and free from, any and all present or future taxes, levies, imposts, duties, fees, charges, deductions, withholdings, restrictions or conditions of any nature imposed by any government or any political subdivision or taxing authority thereof.

SECTION 2. SECURITY.

Section 2.1. Collateral Documents. For the benefit of the Lender, as security for the payment of the Obligations, including without limitation, all principal of and interest on the Note, the Borrower has concurrently herewith executed and delivered that certain Assignment and Pledge Agreement, dated as of the Closing Date (the "*Bank Agreement*"), among the Borrower, the Lender and ►◄(the "*Bank*"), granting the Lender and the Bank a lien on and security interest in the Account to secure that certain $►◄ promissory note (the "*Bank Note*") executed by the Lender and payable to the order of the Bank of even date herewith.

Section 2 .2 . Further Assurances. The Borrower covenants and agrees that it shall comply with all of the terms and conditions of the Collateral Documents (as hereinafter defined) and that it shall, at any time and from time to time as requested by the Lender, execute and deliver such further instruments and do such other acts as the Lender may deem reasonably necessary or desirable to provide for or protect or perfect the lien and security interest of the Lender in the collateral security granted thereby.

SECTION 3. REPRESENTATIONS AND WARRANTIES.

The Borrower represents and warrants to the Lender as follows:

Section 3.1. The Borrower is a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Texas and is duly licensed or qualified and in good standing in all jurisdictions wherein the nature of its activities or business conducted or property owned or leased by it requires such qualification or licensing, including without limitation, the State of Texas. The Borrower is in full compliance with the terms of this Agreement and has full right, power, and authority to enter into this Agreement, to borrow the sum evidenced by the Note, to grant a lien on and security interest in its property pursuant to the Collateral Documents, and to perform each and all of the matters and things provided for in this Agreement, the Note, and the Collateral Documents; and the execution and delivery of this Agreement, the Note, and the Collateral Documents, and the observance and performance of any of the matters and things herein or therein set forth, will not violate or contravene any provision of law or of the organizational documents of the Borrower, or to the Borrower's knowledge of any indenture, loan agreement or other agreement of or affecting the Borrower or any of its property.

Section 3.2. There is no litigation or governmental proceeding pending, nor to the Borrower's knowledge threatened, against the Borrower which, if adversely determined, would result in any material adverse change in the financial condition or properties, business or operations of the Borrower. All tax returns required to be filed by the Borrower in any jurisdiction have, in fact, been filed, and all taxes, assessments, fees, and other governmental charges upon the Borrower or upon any of its property, income, or franchises, which are shown to be due and payable in such returns, have been paid. The Borrower does not know of any proposed additional tax assessments against it for which adequate provisions in accordance with generally accepted accounting principles have not been made on its books and records. Adequate provisions in accordance with generally accepted accounting principles for taxes on the books of the Borrower have been made for all open years, and for its current fiscal year. No authorization, consent, license, or exemption from, or filing or registration with, any court or governmental department, agency or instrumentality, is or will be necessary to the valid execution, delivery or performance by the Borrower of this Agreement, the Note or the Collateral Documents.

Section 3.3. The Borrower is not a party to any contracts or agreements with any of its Affiliates (as defined herein) on terms and conditions which are less favorable to the Borrower than would be usual and customary in similar contracts or agreements between persons or entities not affiliated with each other.

Section 3.4. The Borrower is in compliance in all material respects with all applicable local, state and federal environmental, health and safety statutes and regulations, and, to its knowledge, has not acquired, incurred or assumed, directly or indirectly, any material contingent liability in connection with the release of any toxic or hazardous waste or substance into the environment. The Borrower is not the subject to any evaluation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Specified Amendments and Reauthorization Act of 1986,42 U.S.C. §9601 et seq.

Section 3.5. No Event of Default or Default (as defined herein) has occurred and is continuing.

Section 3.6. The Borrower understands that neither the Lender nor any person representing the Lender has made any representation to it or takes any responsibility with respect to whether the Loan or the Note qualifies the Borrower for the award of certain points by the Texas Department of Housing and Community Affairs pursuant to its Housing Tax Credit Program Qualified Allocation Plan and Rules.

SECTION 4. COVENANTS.

From and after the date hereof and so long as any amount remains unpaid on the Note, except to the extent compliance in any case or cases is waived in writing by the Lender, the Borrower hereby covenants and agrees with the Lender as follows:

Section 4.1. Maintenance of Business. The Borrower shall preserve and keep in force and effect all licenses and permits necessary to the proper conduct of its business.

Section 4.2. Maintenance. The Borrower shall maintain, preserve and keep its properties and equipment in good repair and working order and condition (ordinary wear and tear and casualty excepted), and shall from time to time make all needful and proper repairs, renewals, replacements, additions and betterments thereto so that at all times the efficiency thereof shall be fully preserved and maintained.

Section 4.3. Taxes. The Borrower shall duly pay and discharge all taxes, assessments and governmental charges upon or against the Borrower or against any of its property before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith by appropriate proceedings.

Section 4.4. Insurance. The Borrower shall insure and keep insured, in good and responsible insurance companies, all insurable property owned by the Borrower which is of a character usually insured by companies similarly situated and operating like properties, against loss or damage from fire and such other hazards or risks as are customarily insured against by companies similarly situated and operating like property; and the Borrower shall similarly insure employers' and public liability risks in good and responsible insurance companies. The Borrower shall upon request of any Lender furnish a certificate setting forth in summary form the nature and extent of the insurance maintained by the Borrower pursuant to this Section 4.4.

Section 4.5. Financial Reports. The Borrower shall furnish to the Lender or its authorized representatives such information respecting the business affairs, operations and financial condition of the Borrower as may be reasonably requested and without any request shall furnish to the Lender promptly after knowledge thereof shall have come to the attention of any responsible officer of the Borrower, written notice of any threatened or pending litigation or governmental proceeding against the Borrower which would materially adversely affect the business and properties of the Borrower and/or the occurrence of any Default or Event of Default.

SECTION 5. EVENTS OF DEFAULT AND REMEDIES.

Section 5.1. Any one or more of the following shall constitute an "*Event of Default*" hereunder:

(a) default in the payment when due (whether by lapse of time, acceleration, or otherwise) of any principal of or interest on the Note or any fee, charge, obligation or other amount payable hereunder or default in the payment when due of any other indebtedness or liabilities (whether direct, contingent or otherwise) of the Borrower owing to the Lender;

(b) default in the observance or performance of any of the covenants set forth in Section 4 hereof or in any of the Collateral Documents which such default is not remedied within thirty (30) days after notice to the Borrower by the Lender;

(c) default in the observance or performance of any other provision hereof

which is not remedied within thirty (30) days after notice thereof to the Borrower by the Lender;

(d) monetary default shall occur under any evidence of indebtedness issued, assumed or guaranteed by the Borrower or under any indenture, agreement or other instrument under which the same may be issued, and such default shall continue for a period of time sufficient to permit the acceleration of the maturity of any such indebtedness, or any such indebtedness shall not be paid when due (whether by demand, lapse of time, acceleration or otherwise) subject to applicable notice, grace and cure periods;

(e) any representation or warranty made by the Borrower herein, or made by the Borrower in any statement or certificate furnished by it pursuant hereto, proves untrue in any material adverse respect as of the date of the issuance or making thereof;

(f) dissolution or termination of existence of the Borrower;

(g) the Borrower becomes insolvent or bankrupt, or bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or laws for the relief of debtors are instituted against the Borrower and are not dismissed within ninety (90) days after such institution, or a decree or order of a court having jurisdiction in the premises for the appointment of a trustee, receiver or custodian for the Borrower, or for the major part of its property is entered and the trustee, receiver or custodian appointed pursuant to such decree or order is not discharged within ninety (90) days after such appointment; or

(h) the Borrower shall institute bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law or laws for the relief of debtors or shall consent to the institution of such proceedings against it by others or to the entry of any decree or order adjudging it bankrupt or insolvent or approving as filed any petition seeking reorganization under any bankruptcy or similar law or shall apply for or shall consent to the appointment of a receiver, trustee or custodian for it or for the major part of its property or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts as they mature or shall take any corporate action in contemplation or in furtherance of any of the foregoing purposes.

Section 5.2. When any Event of Default described in subsections 5.1(a) to 5.1(f), both inclusive, has occurred and is continuing, the Lender may, by notice to the Borrower, declare the Obligations, including without limitation, the principal of and the accrued interest on the Note to be forthwith due and payable, and thereupon the Note, including both principal and interest, and all fees and charges payable hereunder shall be and become immediately due and payable without further demand, presentment, protest or notice of any kind.

Section 5.3. When any Event of Default described in subsection 5.1(g) or 5.1(h) has occurred and is continuing, then the entire principal balance of the Note and all interest thereon

and all fees, charges and the other Obligations payable hereunder shall immediately become due and payable without presentment, demand, protest or notice of any kind.

SECTION 6. DEFINITIONS.

The following terms when used herein shall have the following meanings, such terms to be equally applicable to both the singular and plural forms of the terms defined:

"*Affiliate*" shall mean any person, firm, corporation or entity (herein collectively called a *"Person")* directly or indirectly controlling or controlled by, or under direct or indirect common control with, another Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

"Collateral Documents" means the Bank Agreement and any security agreements, assignments, mortgages, deeds of trust, financing statements, and other documents as shall from time to time secure the Note and the obligations of the Borrower hereunder.

"Event of Default" shall mean any event or condition identified as such in Section 5.1 hereof and the term "*Default"* shall mean any event or condition which constitutes an Event of Default.

Capitalized terms defined elsewhere in this Agreement shall, unless otherwise specified, have the meanings so ascribed to them in all provisions of this Agreement.

SECTION 7. MISCELLANEOUS.

Section 7.1. Holidays. If any payment hereunder or under the Note becomes due and payable on a day which is not a bank business day, the due date of such payment shall be extended to the next succeeding bank business day on which date such payment shall be due and payable. In the case of any payment of principal falling due on a day which is not a bank business day, interest on such principal amount shall continue to accrue during such extension at the rate per annum then in effect, which accrued amount shall be due and payable on the next scheduled date for the payment of interest.

Section 7.2. No Waiver, Cumulative Remedies. No delay or failure on the part of the Lender or on the part of the holder of the Note in the exercise of any power or right shall operate as a waiver thereof or as an acquiescence in any default, nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right. The rights and remedies hereunder of the Lender and of the holder of the Note are cumulative to, and not exclusive of, any rights or remedies which any of them would otherwise have. All of the covenants, warranties and representations of the Borrower herein shall be in addition to and cumulative of all other covenants, representations and warranties of the

Borrower contained in, or provided for in, any other instrument or document now or hereafter executed and delivered by the Borrower to or in favor of the Lender.

Section 7.3. Amendments, Etc. No amendment, modification, termination or waiver of any provision of this Agreement, the Bank Agreement or of the Note nor consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be in writing and signed by the Lender and the Borrower. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

Section 7.4. Costs and Expenses. The Borrower agrees to pay on demand all reasonable costs and expenses of the Lender incurred by the Lender in connection with an Event of Default or the enforcement of this Agreement, the Note, the Collateral Documents, and the other instruments and documents to be delivered hereunder and in preserving or protecting or exercising the rights of the Lender hereunder or thereunder or with respect to any collateral security for the Note or other liabilities and in connection with any action, suit or proceeding brought against the Lender by any person or entity which arises out of the transactions contemplated hereby or thereby or out of any action or inaction by the Lender hereunder or thereunder, including all of the foregoing incurred in any bankruptcy, arrangement or reorganization proceeding involving the Borrower.

Section 7.5. Stamp Taxes. The Borrower agrees to pay on demand any documentary, stamp or similar taxes payable in respect of this Agreement or the Note, including interest and penalties, in the event any such taxes are assessed, irrespective of when such assessment is made and whether or not any credit to it is then in use.

Section 7.6. Survival of Representations. All representations and warranties made herein or in certificates given pursuant hereto shall survive the execution and delivery of this Agreement and of the Note and shall continue in full force and effect with respect to the date as of which they were made as long as any credit is in use or available hereunder.

Section 7.7. Payments. The Borrower will promptly and punctually pay the principal of and interest on the Note without presentment of the Note and without any notation of any such payment being made on the Note.

Section 7.8 Addresses for Notices. All communications provided for herein shall be in writing and shall be deemed to have been given or made when served personally or within five (5) business days when deposited in the United States mail, sent by certified mail, return receipt requested, addressed if to the Borrower at ►◄, or if to the Travis County HFC at ►◄, Attention: ►◄or at such other address as shall be designated by any party hereto in a written notice given to each party pursuant to this Section 7.8.

Section 7.9. Headings. Section headings used in this Agreement are for convenience of reference only and are not a part of this Agreement for any other purpose.

Section 7.10. Severability of Provisions. Any provision of this Agreement, the Note and/or the Collateral Documents, which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 7.11. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties hereto on separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7.12. Binding Nature, Governing Law, Etc. This Agreement, the Note and/or the Collateral Documents, shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Lender and the benefit of its successors and assigns, including any subsequent holder of the Note. This Agreement and the rights and duties of the parties hereto shall be construed and determined in accordance with the laws of the State of Texas. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and any prior agreements, whether written or oral, with respect thereto are superseded hereby. The Borrower may not assign its rights hereunder without the written consent of the Lender. The Borrower and Lender agree that jurisdiction and venue for all claims made under or in connection with this Agreement, the Note and the Collateral Documents shall lie exclusively in Texas.

[Remainder of Page Intentionally Left Blank]

Upon your acceptance hereof in the manner hereinafter set forth, this Term Loan Agreement shall be a contract between us for the uses and purposes hereinabove set forth as of the day and year first above written.

►◄., a Texas Limited
Partnership, as Borrower hereunder

By:_____

By:_____

By:_____

{Signature Page for Term Loan Agreement}

Accepted and agreed to as of the day and year first above written.

TRAVIS COUNTY HOUSING FINANCE CORPORATlON

By: _____
Name:
Title:

[Acceptance Page for Term Loan Agreement]

EXHIBIT A

►◄.
TERM LOAN NOTE
FOR THE
TRAVIS COUNTY HOUSING FINANCE CORPORATION

►◄XXXXXXXX ►◄, 2013

FOR VALUE RECEIVED, ►◄., a Texas limited partnership (the "*Borrower"),* hereby promises to pay to the order of Travis County Housing Finance Corporation (the "*Lender"),* at its office at ►◄,Attention: ►◄, or at such other place as the holder hereof may from time to time direct in writing, the principal sum of ►◄ ($XXXXXXXX) on, if not sooner paid, the later of (i) the date that is one year following the date of this Note and (ii) the date the Project is placed in service, as determined in accordance with the Cost Certification Procedures Manual promulgated by the Texas Department of Housing and Community Affairs (the "Maturity Date"), together with interest on such principal amount at the rates and payable in the manner and on the dates specified below.

The Borrower hereby promises to pay interest (computed on the basis of a year of 365 or 366 days, as the case may be for the actual number of days elapsed) at the office described above (or such other place as aforesaid) on the balance of principal remaining from time to time unpaid hereon at the rate of 0.24% per annum payable semiannually on each January 15 and July 15 and on the Maturity Date. The Borrower may prepay any or all of the then unpaid principal without penalty provided that any accrued and unpaid interest upon such principal shall be paid at the time of such prepayment. Upon the occurrence of an Event of Default (as defined in the Term Loan Agreement), such annual rate shall be the lower of the Highest Lawful Rate (as hereinafter defined) and 14% from the date of such Event of Default until the earlier of the curing of such Event of Default or the payment in full of all obligations hereunder.

This Note is issued under the terms and provisions of that certain Term Loan Agreement bearing even date herewith between the Borrower and the Lender (the *'Term Loan Agreement*"), and this Note and the holder hereof are entitled to all of the benefits provided for by the Term Loan Agreement or referred to therein, to which Term Loan Agreement reference is hereby made for a statement thereof. The principal installments and interest hereon may be declared due prior to their expressed maturities and voluntary prepayments may be made hereon, all as specified in the Term Loan Agreement. All capitalized terms not defined herein shall have the meaning ascribed thereto in the Term Loan Agreement.

Payment of this Note is secured by, among other things, (i) that certain Assignment and Pledge Agreement, dated as of ►◄, 2013, among the Borrower, the Lender and ►◄ and (ii) any other Collateral Document; and this Note and the holder hereof are entitled to all of the benefits and security afforded by the foregoing collateral documents, to which reference is hereby made for statement thereof.

The Borrower promises to pay all reasonable costs and expenses (including reasonable attorneys' fees) suffered or incurred by the holder hereof in collecting this Note or enforcing any rights in any collateral therefor. The Borrower hereby waives presentment for payment and demand. This Note shall be governed by, and construed in accordance with, the laws of the State of Texas.

It is expressly provided and stipulated that notwithstanding any provision of this Note or any other instrument evidencing or securing the loan evidenced hereby, in no event shall the aggregate of all interest paid by the Borrower to the Lender under this Note ever exceed the maximum nonusurious rate allowed to be charged or collected under applicable laws of the State of Texas and the United States of America (the "Highest Lawful Rate") on the principal balance of this Note from time to time advanced and remaining unpaid. In this connection, it is expressly stipulated and agreed that it is the intent of the Borrower and the Lender in the execution and delivery of this Note to contract in strict compliance with applicable laws. In furtherance thereof, none of the terms of this Note or any other instrument evidencing or securing the loan evidenced hereby, shall ever be construed to create a contract to pay for the use, forbearance or detention of money, at a rate in excess of the Highest Lawful Rate permitted to be charged of the Borrower under applicable laws. Borrower or any guarantors, endorsers or other parties now or hereafter becoming liable for payment of this Note shall never be liable for interest in excess of the Highest Lawful Rate, and the provision of this paragraph and the immediately succeeding paragraph shall govern over all other provisions of this Note and any installments evidencing or securing the loan evidenced hereby, should such provisions be in apparent conflict herewith.

►◄a Texas Limited
Partnership, as Borrower hereunder

By:_____

By:_____

By:_____

{SIGNATURE PAGE TO THE TERM LOAN NOTE FOR THE
TRAVIS COUNTY HOUSING FINANCE CORPORATION

REPAYMENT DIRECTION

Pursuant to the terms of that certain Assignment and Pledge Agreement dated as of ►◄, 2013 (the "*Assignment Agreement*") by and among the Travis County Housing Finance Corporation ("TCHFC"), ►◄ ("►◄") and ►◄("►◄") ►◄ hereby directs ►◄ to apply the Collateral (as defined in the Assignment Agreement) in the Account (as defined in the Assignment Agreement) for repayment of the full principal balance of that certain Promissory Note (the "*Bank Note*") of TCHFC issued to ►◄dated as of ►◄, 2013 in the principal amount of $xxxxxxxxxx.

TCHFC acknowledges and agrees that it will, upon application of the Collateral for repayment of the Bank Note, provide a credit in the same amount to that certain Promissory Note (the *TCHFC Note")* of ►◄ issued to TCHFC dated as of ►◄, 2013 in the principal amount of $xxxxxxxxx.

By execution of this Repayment Direction, ►◄ and TCHFC hereby agree to the following in connection with repayment of the Bank Note and the TCHFC Note on ►◄, 2013 (the "*Repayment Date*"):

1. ►◄shall apply Collateral in the amount of $xxxxxxx for repayment in full of the principal balance of the Bank Note. ►◄shall waive any interest accruing on the Bank Note.

2. TCHFC shall issue a credit in the amount of $xxxxxxx for repayment in full of the TCHFC Note. TCHFC shall waive any interest accruing on the TCHFC Note.

3. Pursuant to the Term Loan Agreement (the "TCHFC Agreement") dated as of ►◄, 2013 between ►◄ and TCHFC, upon application of the payments described above, the TCHFC Agreement and the TCHFC Note shall terminate.

4. Pursuant to the Term Loan Agreement (the "*Bank Agreement*") dated as of ►◄, 2013 between TCHFC and ►◄, upon application of the payments described above, the Bank Agreement and the Bank Note shall terminate.

IN WITNESS WHEREOF, Playa Del Pueblo, Ltd. and the Travis County Housing Finance Corporation have executed this Repayment Direction as of the Repayment Date.

►◄, a Texas Limited Partnership, as borrower hereunder

By: ►◄, a Texas limited liability company, its general partner

By: ►◄ a Texas non-profit corporation, its sole member

By: _____

TRAVIS COUNTY HOUSING FINANCE CORPORATION

BY: _____
Name:
Title:

IN WITNESS WHEREOF, Playa Del Pueblo, Ltd. and the Travis County Housing Finance Corporation have executed this Repayment Direction as of the Repayment Date.

►◄, a Texas Limited Partnership, as borrower hereunder

By: ►◄, a Texas limited liability company, its general partner

By: ►◄ a Texas non-profit corporation, its sole member

By: _____

TRAVIS COUNTY HOUSING FINANCE CORPORATION

BY: _____
Name:
Title:

ASSIGNMENT AND PLEDGE AGREEMENT

This Assignment and Pledge Agreement (the "*Agreement")* is executed by Travis County Housing Finance Corporation *("Debtor")* and ►◄., a Texas limited partnership (*"Owner*") this ►◄th day of ►◄, 201►◄ to secure the payment of that certain ►◄and No/IOO Dollars ($XXXXXXXX) promissory note (the "*Note")* of even date herewith executed by Debtor and payable to the order of ►◄("*Lender").*

ASSIGNMENT AND PLEDGE

For value received, Debtor and Owner hereby assign and transfer to Lender, and Debtor and Owner hereby give to Lender a security interest in the following account:

Name of Account: ►◄.
Account Number: ►◄
Depository Institution: ►◄
Collateral Amount: $►◄

together with any renewals or substitutions of the above described account. This account will be referred to herein as the "*Collateral*". The Collateral is held with ►◄, ►◄, Texas ►◄. The Collateral includes all funds now in the Account listed above, plus all additions of any kind and from any source (the "Account"), made at any time before the release of this Agreement in writing.

This Agreement is made to secure the payment of the following described debt, plus all extensions, renewals, modifications and substitutions thereof:

> $►◄ promissory note (the "*Note*") of even date herewith executed by Travis County Housing Finance Corporation and payable to the order of ►◄, a copy of which is attached hereto as Exhibit "A".

Debtor and Owner hereby agree to the following terms and conditions:

1. This Agreement will continue in full force and effect until Lender executes a written release (a copy of which is attached hereto as Exhibit "B") and Lender shall not be required to release this Agreement and return the Collateral to Debtor until the Note and all related obligations of Debtor to Lender are paid in full.

2. During the term of this Agreement, Owner shall have the right to direct the Lender to apply all or a portion of the Collateral from the Account for the sole purpose of applying the Collateral to amounts due and owing to the Lender pursuant to the Note.

3. No joint owner, beneficiary, surviving spouse or representative of Debtor's or Owner's estate shall have any rights in the Collateral in the event of Debtor's or Owner's death or dissolution until the Note and all related obligations of Debtor to Lender are paid in full.

4. Collateral in the amount of $►◄shall be deposited into the Account prior to any advances on the Note.

5. If the Note is in default according to its terms, the Lender shall have the unilateral right to withdraw all or any part of the Collateral and apply the amount so withdrawn toward the payment of the Note and all related obligations of Debtor to Lender, even if the withdrawal causes a penalty. Lender can exercise this right with notice to Debtor or Owner.

6. During an event of default, Debtor and Owner hereby appoint Lender as Debtor's and Owner's attorney in fact to exercise the rights granted to Lender herein.

7. Debtor and Owner hereby represent and affirm to Lender that no other person or entity has any rights in all or any part of the Collateral and further, that no part of the Collateral is exempt or protected by law from this Agreement.

8. The rights and remedies granted to Lender herein are in addition to any rights and/or remedies stated in any other agreements.

9. Debtor and Owner shall be personal liable for the warranties and representations made respectively by Debtor and Owner in this Agreement.

10. Debts secured by this Agreement (whether specifically listed or not) include all sums that could possibly be due under the Note.

11. Intentionally deleted.

12. By signing this Agreement, Debtor and Owner accept the terms of this Agreement and acknowledge receipt of a copy of this Agreement.

Effective as of the date first stated above.

[signatures on following pages]

DEBTOR:
TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: _____
Name:
Title:

OWNER:

►◄., a Texas Limited
Partnership, as Borrower hereunder

By: ►◄, a Texas
limited liability company, its general partner

By: ►◄, a Texas non-profit corporation,
its sole member

By:►◄

ACKNOWLEDGED AND AGREED:

►◄

By: _____
Name: Vice President – Lending

EXHIBIT "A"

Copy of executed Note

CLOSING DIRECTIONS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION

.

►◄
►◄

The undersigned, Travis County Housing Finance Corporation., (the "TCHFC"), has borrowed from and promised to pay to the order of ►◄ (the "Lender") the principal sum of ►◄ ($xxxxxxxxx)) pursuant to the terms of that certain Term Loan Note (the "Note") of the Borrower dated as of ►◄, 2013 (the "*Closing Date*"). The TCHFC hereby directs the Lender to allocate the proceeds of the Note as follows:

(i) $xxxxxxxxxx to the TCHFC on the Closing Date via wire transfer pursuant to the following wire instructions:

BANK ►◄
BNF =
RFB =
OBI =
Participant Name:
ABA Number:

(ii) $xxxxxxxxxx to ►◄ via wire transfer pursuant to the following wire instructions:

Bank ►◄
ABA Bank Number ►◄
Account Name: ►◄
Account Number ►◄
Reference Number ►◄

(iii) $xxxxxxxxxx shall be retained by the Lender, ►◄ of which shall be attributable to the Bank Fees pursuant to the Term Loan Agreement between the TCHFC and the Lender and $►◄ of which shall be attributable to Lender underwriting and legal fees.

IN WITNESS WHEREOF, the Borrower has executed these Closing Directions as of the Closing Date.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

►◄

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Borrower has executed these Closing Directions as of the Closing Date.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

►◄

By: _____
Name:
Title:

CLOSING DIRECTIONS OF ►◄

.

Travis County Housing Finance Corporation
Austin, Texas

The undersigned, ►◄., a Texas limited partnership (the "Borrower"), has borrowed from and promised to pay to the order of Travis County Housing Finance Corporation (the "Lender") the principal sum of ►◄ ($xxxxxxxxx)) pursuant to the terms of that certain Term Loan Note (the "Note") of the Borrower dated as of ►◄, 2013 (the "Closing Date"). The Borrower hereby directs the Lender to allocate the proceeds of the Note as follows:

(i) $xxxxxxxxxx to the Borrower on the Closing Date via wire transfer pursuant to the following wire instructions:

BANK ►◄
ACCOUNT NAME: ►◄.
ACCOUNT NUMBER: ►◄
ROUTING NUMBER: ►◄
ABA WIRE NUMBER: ►◄

(ii) $xxxxxxxxxx shall be retained by the Lender and attributed to the payment of legal fees incurred in connection with the Note, payable by the Borrower from proceeds of the Note as of the Closing Date.

(iii) $xxxxxxxxxx shall be retained by the Lender as payment by the Borrower of the Lender Fees pursuant to the terms of the Term Loan Agreement.

IN WITNESS WHEREOF, the Borrower has executed these Closing Directions as of the Closing Date.

►◄., a Texas Limited
Partnership, as Borrower hereunder

By: ►◄, LLC, a Texas
limited liability company, its general partner

By: ►◄Corporatjon, a Texas non-profit
corporation, its sale member

By: _____

ACKNOWLEDGED AND AGREED:

TRAVIS COUNTY HOUSING FINANCE:
CORPORATION

By
Name:
Title:

IN WITNESS WHEREOF, the Borrower has executed these Closing Directions as of the Closing Date.

►◄., a Texas Limited
Partnership, as Borrower hereunder

By: ►◄, LLC, a Texas
limited liability company, its general partner

By: ►◄Corporatjon, a Texas non-profit
corporation, its sale member

By: _____

ACKNOWLEDGED AND AGREED:

TRAVIS COUNTY HOUSING FINANCE:
CORPORATION

By: _____
Name: _____
Title: _____

Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
TRAVIS COUNTY CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY

Meeting Date: February 26, 2013

Prepared By/Phone Number: Karen Thigpen, Assistant Corporations Manager/854-4743

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE: Consider and take appropriate action to approve an invoice for external audit services for Fiscal Year 2012 from Atchley & Associates, LLP.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Karen Thigpen, Assistant Manager/854-4743; Leslie Browder, County Executive, Planning and Budget/854-9106

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

Travis County Housing Finance Corporation
Travis County Health Facilities Development Corporation
Travis County Culture & Educational Facilities Finance Corporation
Travis County Capital Industrial Development Corporation
Travis County Development Authority
700 Lavaca, Suite 1560
Austin, Texas 78701
Telephone: (512) 854-9116
Fax: (512) 854-4210

Memo

February 7, 2013

To: Board of Directors

From: Karen Thigpen

Re: Invoice from Atchley & Associates, LLP

The Corporations received statement from Atchley & Associates, LLP via interoffice mail in late December for $1,384. The statement indicated the original invoice was 90 days overdue; however, the Corporations had never received the original invoice. We reached out to Atchley & Associates for a copy of the original invoice (which is included in the backup for your review) and to ensure they would send invoices and statements directly to the Corporations for prompt payment going forward. Please note, we confirmed that there are no penalties or late fees related to this invoice, which is 20% of the total fees for the Corporations' outside audits in 2012. The remaining 80% has already been paid. We have reviewed the contract with Atchley & Associates, LLP, and represent that the payment is allowed in the contract.

We recommend approval of the invoice/statement, and have included a breakdown of the $1,384 fee across the Corporations since each Corporation will write an individual check to Atchley & Associates.

cc: Leslie Browder, County Executive, Planning and Budget
Cliff Blount

ATCHLEY & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

RECEIVED
12 DEC 28 AM 10:47
TRAVIS COUNTY
PLANNING & BUDGET OFFICE

December 20, 2012

Travis County, Re: 10302.Corporation
Attn: Harvey Davis/Andrea Shields
PO Box 1748
Austin, TX 78767

STATEMENT

10302.Corporation

Date	Description	Amount	Balance
	Beginning Balance		1,384.00
	Ending Balance		1,384.00
	Amount Due		1,384.00

Current	30 Days	60 Days	90 Days	120+ Days
0.00	0.00	0.00	1,384.00	0.00

Statement payable upon receipt. Thank you for your continued business and referrals.

6850 Austin Center Boulevard, Suite 180, Austin, TX 78731-3129 (512) 346-2086 / 1-877-977-6850 EIN 74-2920819

ATCHLEY & ASSOCIATES LLP
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

September 20, 2012

Travis County, Re: 10302.Corporation
Attn: Harvey Davis/Andrea Shields
PO Box 1748
Austin, TX 78767

Re: Time/Expense for the period ending September 17, 2012 — 10302.Corporation

In Reference To: Progress billing for professional services rendered in connection with audit of the following corporations which are included in the Travis County audit as of and for the year ended September 30, 2012, based on the related contract allowing 20% billing of total fees within 30 days after interim fieldwork.

Capital Health Facilities Development Corporation,
Travis County Housing Finance Corporation
Travis County Health Facilities Development Corporation
Travis County Cultural Education Facilities Finance Corporation,
Capital Industrial Development Corporation, and
Travis County Development Authority.

Invoice # **58685**

	Amount
For professional services rendered	$1,384.00
Balance due	$1,384.00

Please include the invoice number on your check.
Invoice payable upon receipt. Thank you for your continued business and referrals.

6850 Austin Center Boulevard, Suite 180, Austin, TX 78731-3129 (512) 346-2086 / 1-877-977-6850 EIN 74-2920819

Fee Breakdown by Corporation				
Travis County Housing Finance Corp.	Travis County Health Facilities Dev. Corp.	Capital Industrial Development Corporation	TC Cultural Ed. Fac Finance Corp.	Total Fee
$ 651.53	$ 709.39	$ 6.54	$ 16.54	**$ 1,384.00**

Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

Meeting Date: February 26, 2013

Prepared By/Phone Number: Karen Thigpen, Assistant Corporations Manager/854-4743

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action to approve one invoice totaling $420.00 for Group Exercise Classes (Boot Camp) provided by the Travis County Wellness program.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Karen Thigpen, Assistant Manager/854-4743; Leslie Browder, County Executive, Planning and Budget/854-9106; Leroy Nellis, Budget Director In Succession/854-9066

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

Human Resources Management Department

January 4, 2013

TO: Andrea Shields, Corporations Administrator

FROM: Leroy Nellis, PBO

SUBJECT: Wellness Program Expense

Please prepare an agenda item to approve payment for the onsite Group Exercise trainer. This is for 7 days, 14 sessions Boot Camp program put in place for our employees to get active and stay fit.

Per the attached invoice, I am requesting a check to be issued as follow:

Elizabeth Sherman $ 420.00 (14 sessions @$30)

Please let me know if you need additional information.

INVOICE

Total Health by Elizabeth

7744 Yaupon Drive
Austin, Texas 78759
512.789.0094
eliz@elizabethsherman.com

INVOICE NO. 201
DATE February 23, 2012
CUSTOMER ID Travis County Health Clinic

TO Dan Mansour
Travis County HRMD
700 Lavaca Street, Suite 420
Austin, Texas 78701

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
		Due upon receipt	March 24, 2012

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	1/8/2013 12:00 - 12:30; bootcamp	$ 30.00	$ 30.00
1.00	1/8/2013 12:40 - 1:10; bootcamp	30.00	30.00
1.00	1/11/2013 12:00 - 12:30; bootcamp	30.00	30.00
1.00	1/11/2013 12:40 - 1:10; bootcamp	30.00	30.00
1.00	1/15/2013 12:00 - 12:30; bootcamp	30.00	30.00
1.00	1/15/2013 12:40 - 1:10; bootcamp	30.00	30.00
1.00	1/18/2013 12:00 - 12:30; bootcamp	30.00	30.00
1.00	1/18/2013 12:40 - 1:10; bootcamp	30.00	30.00
1.00	1/22/2013 12:00 - 12:30; bootcamp	30.00	30.00
1.00	1/22/2013 12:40 - 1:10; bootcamp	30.00	30.00
1.00	1/25/2013 12:00 - 12:30; bootcamp	30.00	30.00
1.00	1/25/2013 12:40 - 1:10; bootcamp	30.00	30.00
1.00	1/29/2013 12:00 - 12:30; bootcamp	30.00	30.00
1.00	1/29/2013 12:40 - 1:10; bootcamp	30.00	30.00
		SUBTOTAL	$ 420.00
		SALES TAX	
		TOTAL	$ 420.00

Make all checks payable to Elizabeth Sherman

THANK YOU FOR YOUR BUSINESS!

Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
TRAVIS COUNTY CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY

Meeting Date: February 26, 2013

Prepared By/Phone Number: Karen Thigpen, Assistant Corporations Manager/854-4743

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

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BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Karen Thigpen, Assistant Manager/854-4743; Leslie Browder, County Executive, Planning and Budget/854-9106

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Austin, Texas 78701
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cc: Leslie Browder, County Executive, Planning and Budget
Cliff Blount

ATCHLEY & ASSOCIATES
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10302.Corporation

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ATCHLEY & ASSOCIATES LLP
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

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Attn: Harvey Davis/Andrea Shields
PO Box 1748
Austin, TX 78767

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