



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
County Judge's Office

Leslie Browder
David Salazar

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.

Application	Dept. Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
A	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 Performance 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 Impaired 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	Enhancing 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	Residential 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 Initiative	03/01/13 - 02/28/15	\$300,000	\$0	\$0	\$0	\$300,000	-	2/19/2013
			\$14,971,031	\$400,027	\$214,286	\$0	\$15,585,344	23.08	

*Amended from original agreement.

FY 2013 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request					
137	Child Abuse Victim Services Personnel**	9/1/12-8/31/13	\$8,920	\$0	\$8,920	1.00	10/31/2012	8/14/2012	N/A	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	Residential Substance Abuse Treatment Program	10/01/12 - 09/30/13	\$15,046	\$0	\$15,046	1.00	12/31/2012	8/28/2012	N/A	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: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	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: <input type="text" value="Sep 1, 2013"/>	To: <input type="text" value="Aug 31, 2014"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Office of the Governor, Criminal Justice Division's Drug Court Program		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	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	<input type="checkbox"/>		
County Attorney	<input type="checkbox"/>		

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.

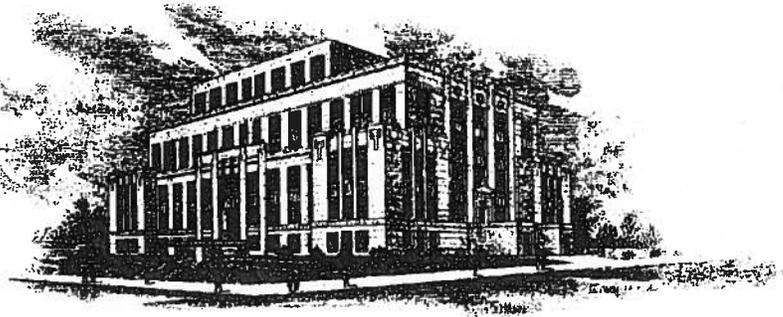
6. If this is a new program, please provide information why the County should expand into this area.

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.

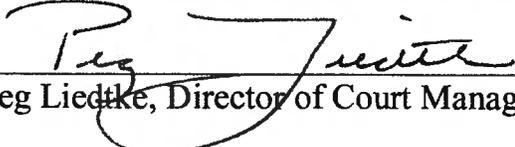
To successfully evaluate the performance of the drug court, the court has documented the implementation and development of the program using a comprehensive process and outcome evaluation design. The design will be used to assess the effectiveness of the program. The Drug Court Coordinator (grant-funded) 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 Governments(COG) within the Project's Impact Area: Capital Area Council of Governments
Headquarter County: Travis
Counties within Project's Impact Area: Travis

Grant Officials:

Authorized Official

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

Project Director

User Name: Peg Leidtke
Email: peg.ledtke@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.

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: Michelle Kimbrough
Email: michelle.kimbrough@co.travis.tx.us
Address 1: 1000 Guadalupe
Address 1: P.O. Box 1748

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City: Austin, Texas 78767
Phone: 512-854-8876 ☎ Other Phone: 512-656-1536 ☎
Fax: 512-854-5907 ☎
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 (FDTCC) Charter (adopted on August 18, 2010 and signed by all key partnering agencies and organizations) reads, "The primary goals of the FDTCC are equivalent to the 10 Key Components of drug courts within the context of a family drug court. Those Components are as follows: FDTCC 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 FDTCC Charter has been included in the uploaded documents attached to this application.) The FDTCC 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 FDTCC. Members of the Travis County FDTCC 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 FDTCC Charter is "Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights." The FDTCC 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 FDTCC 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 FDTCC 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 FDTCC contract and the attorney continues to represent him/her as the participant progresses through the program. FDTCC 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 FDTCC 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 FDTCC Charter reads, "FDTCC identifies participants early and places them in the drug court program promptly." The FDTCC 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 FDTCC 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 FDTCC Charter reads, "FDTCC provides access to a continuum of alcohol, drug, and other related treatment and rehabilitation services." The Travis County FDTCC 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 FDTCC 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 FDTCC 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 FDTCC 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 FDTCC 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 transition and reintegration into society.
- **Civil** - Participants enter the drug court program in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.

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

Select **all** that apply:

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

Observation

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

Policies and Procedures

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

Information Sharing

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

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
- Family
- Juvenile
- N/A

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

Select the appropriate response:

- Yes
- No
- N/A

Presiding Judge

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

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

The Honorable 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 ☎ celi 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:

- Yes
- No
- N/A

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

Select the appropriate response:

- Yes
- No
- N/A

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

Enter the federal funding description:

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/VVS) 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/VVS 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 litem 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.

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 attention 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 filed 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 (FDTCT) 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 FDTCT 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 FDTCT 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 FDTCT program has gradually increased in numbers from 1 participant at the beginning of March 2008. As of February 4, 2013, the FDTCT 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 FDTCT program. Although the FDTCT 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 FDTCT participants have some history with the criminal justice system and/or are involved with adult probation or parole while participating in the FDTCT program. A full copy of the community plan can be accessed at: http://www.cpcog.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 FDTCT 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 FDTCT 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 FDTCT 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 safely 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 (FDTCT) 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 FDTCT, the Court has the option to offer the FDTCT 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?

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 preferential 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
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Objective Outcome Measures

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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
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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
- 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 Policies 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
- 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
 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:

- 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
 Type III Entity

Debarment

Each applicant agency will certify that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
 Unable to Certify

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

Enter the debarment justification:

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.					
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Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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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
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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

<u>Travis County District / Civil Courts</u> Applicant's Organization	<u>Travis County Family Drug Treatment Court (FDTC)</u> Project Title
--	--

<u>Samuel Biscoe</u> Printed Name and Title of Applicant's Authorized Official	<u>[Signature]</u> Signature of the Applicant's Authorized Official	<u> </u> Date
--	---	-------------------------------------

Part II: Outside Organization

<u>Court Appointed Special Advocates of Travis County (CASA)</u> Outside Organization	<u>Travis County Family Drug Treatment Court (FDTC)</u> Project Title
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<u>Laura D. Wolf/ Executive Director</u> Printed Name and Title of Outside Organization's Authorized Official	<u>[Signature]</u> Signature of the Outside Organization's Authorized Official	<u>1/31/13</u> Date
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**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

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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
 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
 Outside Organization

Travis County Family Drug Treatment Court (FDTC)
 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 weekly² 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:

Members³: 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 Representatives⁴ (rotated on an annual basis between community providers), and Drug Court Graduate and/or Family Representative⁵. 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-making⁶ 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 Components⁷ 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 identifies 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.

Arlene Bze 8/18/10
Signature Date

Laura Wolf 8/18/10
Signature Date

Judge, 126th J.D. Court
Name & Title

LAURA WOLF, EXECUTIVE DIRECTOR
Name & Title

[Signature]
Partnering Agency/Organization

CASA of Travis County
Partnering Agency/Organization

[Signature] 8/18/10
Signature Date

Bill Wigmore 8/18/10
Signature Date

Jim Lerman - Director
Name & Title

BILL WIGMORE, PRES./CEO
Name & Title

Travis Co Health & Human Services
Partnering Agency/Organization

AUSTIN RECOVERY
Partnering Agency/Organization

LaRu Woody 8/18/10

Signature

Date

LaRu Woody Asst. Dist Atty

Name & Title

TRAVIS Co. Dist. Atty Off.

Partnering Agency/Organization

Sally E. Melant 8/18/10
for Shelia Brown

Signature

Date

*Sally E. Melant
CPS Program Administrator*

Name & Title

*Dept. of Protective and Regulatory Services
Region 07*

Partnering Agency/Organization

Signature

Date

Name & Title

Partnering Agency/Organization



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Attorney's Office	
Contact Person/Title:	Megan Fox	
Phone Number:	(512) 854-9529	

Grant Title:	Family Violence Accelerated Prosecution Program		
Grant Period:	From: <input type="text" value="09/01/2013"/>	To: <input type="text" value="08/31/2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	State of Texas, Office of the Governor, Criminal Justice Division		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	OVW/Office on Violence Against Women		

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	<input checked="" type="checkbox"/>	JM	
County Attorney	<input checked="" type="checkbox"/>	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
Fax: (512) 854-9316

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

FY 2014 Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation Grant Application

RE: #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 Governments(COG) within the Project's Impact Area: Capital Area Council of Governments

Headquarter County: Travis

Counties within Project's Impact Area: Travis

Grant Officials:

Authorized Official

User Name: Samuel Biscoe

Email: sam.biscoe@co.travis.tx.us

Address 1: Post Office Box 1748

Address 1:

City: Austin, Texas 78767

Phone: 512-854-9555 Other Phone:

Fax: 512-854-9535

Title: The Honorable

Salutation: Judge

Project Director

User Name: 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 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.

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 will 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 negotiations; 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
- 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
- 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
- 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:

- 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
- Type III Entity

Debarment

Each applicant agency will certify that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

I Certify

Unable to Certify

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

Enter the debarment justification:

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

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

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:

CATEGOR Y	SUB CATEGOR Y	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
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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: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	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: <input type="text" value="Sep 1, 2013"/>	To: <input type="text" value="Aug 31, 2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Office of the Governor, Criminal Justice Division		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
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	<input checked="" type="checkbox"/>	RP	
County Attorney	<input checked="" type="checkbox"/>	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 Governments(COG) within the Project's Impact Area: Capital Area Council of Governments
Headquarter County: Travis
Counties within Project's Impact Area: Travis

Grant Officials:

Authorized Official

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

Project Director

User Name: 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 Safety (DPS) 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.

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 determine 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 will be linked to appropriate services 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
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Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of 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
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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
- 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
 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
 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:

- 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
- Type III Entity

Debarment

Each applicant agency will certify that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
- Unable to Certify

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

Enter the debarment justification:

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
 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
 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
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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

80

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
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You are logged In as **User Name:** ProjectDirector

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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 (EEO) 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 EEO 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 EEO 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: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Health and Human Services/ 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: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	U.S. Dept. of Health and Human Services/ Administration for Children and Families		
Will County provide grant funds to a sub-recipient?	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	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	<input checked="" type="checkbox"/>	JC	
County Attorney	<input checked="" type="checkbox"/>	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 community			
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 due to child maltreatment			
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 treatment			

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.)

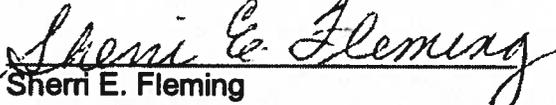


**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**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 US Department of Health and Human Services Administration for Children and Families		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) 90CU0039		Page	of			
				1	1			
pages								
3. Recipient Organization (Name and complete address including Zip code) Travis County, PO Box 1748, Austin TX 78767								
4a. DUNS Number 030908842	4b. ESN 74-8000182	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)	6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input checked="" type="checkbox"/> Final	7. Basis of Accounting <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual				
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 (Use lines a-c for single or multiple grant reporting)				Cumulative				
Federal Cash (To report multiple grants, also use FFR Attachment):								
a. Cash Receipts				\$0.00				
b. Cash Disbursements				\$0.00				
c. Cash on Hand (line a minus b)				\$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				\$184,595.00				
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 Nicki Riley, County Auditor						c. Telephone (Area code, number and extension) 512-854-8424		
b. Signature of Authorized Certifying Official 						d. Email address nicki.riley@co.travis.tx.us		
						e. Date Report Submitted (Month, Day, Year) 12/20/2012		
Standard Form 425 OMB Approval Number: 0348-0081 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 0348-0081. 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 (0348-0081), Washington, DC 20503.

Application for Federal Assistance SF-424								
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application			* 2. Type of Application: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision			* If Revision, select appropriate letter(s): E: Other (specify) _____ * Other (Specify): Carryover Request _____		
* 3. Date Received: Completed by Grants.gov upon submission. _____			4. Applicant Identifier: _____					
5a. Federal Entity Identifier: _____			5b. Federal Award Identifier: 90C0039/06					
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

b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="625,747.00"/>
* b. Applicant	<input type="text" value="268,195.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="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

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: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
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

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	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	19,459.00				19,459.00
c. Travel	11,200.00				11,200.00
d. Equipment					
e. Supplies	8,765.00				8,765.00
f. Contractual	519,838.00				519,838.00
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	\$	\$	\$	\$	

Standard Form 424A (Rev. 7-97)
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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
14. Non-Federal	\$ 268,195.00	\$ 67,049.00	\$ 67,049.00	\$ 67,049.00
15. TOTAL (sum of lines 13 and 14)	\$ 893,942.00	\$ 223,099.00	\$ 181,699.00	\$ 244,573.00

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: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
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: <input type="text" value="August 1, 2010"/>	To: <input type="text" value="December 31, 2012"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Public Safety Division of Emergency Management		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
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	<input type="checkbox"/>		
County Attorney	<input type="checkbox"/>		

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: Aug 1, 2010

To: 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

[Handwritten signature]

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: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Criminal Justice Planning (Justice & Public Safety Division)	
Contact Person/Title:	Cathy McClagherty, Senior Planner	
Phone Number:	854-4713	

Grant Title:	Justice Reinvestment Initiative		
Grant Period:	From: <input type="text" value="Mar 1, 2013"/>	To: <input type="text" value="Feb 28, 2015"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Local: <input checked="" type="checkbox"/>
Grantor:	The Laura and John Arnold Foundation		
Will County provide grant funds to a sub-recipient?	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	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	<input checked="" type="checkbox"/>	JM	
County Attorney	<input checked="" type="checkbox"/>	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.

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: dcnis@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	MATC Contribution
A. PERSONNEL (2 FTE Case Managers)						
Salaries (2 FTEs @ \$45,000 salary/year, 3% cost of living increase in year 2)	\$90,000	\$92,700	\$182,700	\$113,988*	\$68,712**	N/A
Benefits + Payroll Taxes (3% increase in year 2)	\$19,556	\$20,364	\$39,920	\$26,920	N/A	N/A
SUBTOTALS	\$109,556	\$113,064	\$222,620	\$140,908	\$68,712	N/A
B. OPERATING EXPENSES						
Front Desk Staffing (17% of 247 Operations @ 2 properties)	\$36,000	\$36,000	\$72,000	\$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)	\$6,400	\$2,952	\$9,352	\$9,272	N/A	N/A
SUBTOTALS	\$43,560	\$40,032	\$83,592	\$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	\$5,200	\$25,800	\$31,000	\$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	\$56,560	N/A	\$82,800
GRAND TOTALS	\$257,396	\$184,506	\$441,902	\$300,600	\$68,712	\$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

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

**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

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.

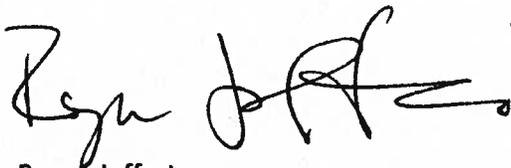
In order to supplement our budget and bring this valuable initiative to fruition, Travis County is exploring other approaches to paying for our support services and housing pilot program. The first step towards realizing our goal was a very generous offer from the HATC to

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

Attachment G

[JUSTICE REINVESTMENT PERFORMANCE MEASURE PLAN – TRAVIS COUNTY, TEXAS]

June 20, 2012

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: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
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: <input type="text" value="May 1, 2012"/>	To: <input type="text" value="Aug 31, 2013"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	CATRAC		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
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	<input type="checkbox"/>		
County Attorney	<input type="checkbox"/>		

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
 North Blanco County EMS

PO Box 632

Blanco

PO Box 557

Johnson City

Burnet

\$9,934

Marble Falls Area EMS, Inc.
 Spicewood VFD EMS

PO Box 296

Marble Falls

PO Box 2

Spicewood

Caldwell

\$5,454

Luling Emergency Medical Services
 San Marcos-Hays County EMS, Inc.

130 Hays St

Luling

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
 San Marcos-Hays County EMS, Inc.
 Wimberley EMS

PO Box 1159

Buda

PO Box 641

San Marcos

PO Box 33

Wimberley

Lee

\$5,622

B&M Ambulance Service, Inc.
 Lexington Volunteer EMS

PO Box 158

Giddings

PO Box 56

Lexington

Llano

\$8,528

Llano County EMS

200 W Ollie

Llano

San Saba

San Saba County EMS

\$9,796

607 E Commerce St

San Saba

Travis

American Medical Response of Texas, Inc.
Austin/Travis County EMS
Travis County Starflight

\$43,165

3601 Bluestein Dr
PO Box 1088
7800 Old Manor Rd

Austin
Austin
Austin

Williamson

Austin/Travis County EMS
Thorndale Volunteer EMS
Travis County Starflight
Williamson County EMS

\$21,258

PO Box 1088
PO Box 308
7800 Old Manor Rd
PO Box 873

Austin
Thorndale
Austin
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 than \$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

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(Core/Subrecipient)**

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ARTICLE I COMPLIANCE AND REPORTING

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

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

Section 1.03 Reporting. Contractor shall submit reports in accordance with the reporting requirements established by the Department and shall provide any other information requested by the Department in the format required by DSHS. Failure to submit 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

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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

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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;

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

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

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

Section 1.10 Licenses, Certifications, Permits, Registrations and Approvals. Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers obtain and maintain in active status all

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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

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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

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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

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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

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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

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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
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A chart of applicable Federal awarding agency common rules is located through a weblink on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Section 6.02 Independent Single or Program-Specific Audit. If Contractor within Contractor's fiscal year expends a total amount of at least \$500,000 in federal funds awarded, Contractor shall have a single audit or program-specific audit in accordance with the Office of Management and Budget (OMB) Circ. No. A-133, the Single Audit Act of 1984, P L 98-502, 98 Stat. 2327, and the Single Audit Act Amendments of 1996, P L 104-156, 110 Stat. 1396. The \$500,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Contractor within Contractor's fiscal year expends a total amount of at least \$500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Contractors whose expenditures meet or exceed the federal and/or state expenditure thresholds stated above shall follow the guidelines in OMB Circular A-133 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Contractor to complete the Single Audit Determination Registration Form. If Contractor fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the DSHS website at <http://www.dshs.state.tx.us/contracts/links.shtm>. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a state governmental entity, shall competitively re-procure independent single audit services at least every five (5) years 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

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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

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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

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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/childabuserreporting. 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

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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

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- 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 Contractor or its principals;
 - h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and
 - i) neither it, nor its principals within a three(3)-year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

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

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

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

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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

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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.shtml>. 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

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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

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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

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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.

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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

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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.

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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

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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

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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

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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

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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;

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- 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;

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- 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.

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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

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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.

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- 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

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- 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

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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.