

Item 15



Travis County Commissioners Court Agenda Request

Meeting Date: 04/30/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: Alan Miller, Planning and Budget, 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 Automobile Burglary and Theft Prevention Authority to continue the Sheriff's Combined Auto Theft Task Force Program in the Travis County Sheriff's Office;
- B. Application to the Bureau of Justice Assistance for the Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Needs grant program in the Juvenile Probation Department.
- C. Contract with the National Prison Rape Elimination Act (PREA) Resource Center for A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards grant program in the Juvenile Probation Department; and
- D. Annual contract with the Texas Department of Housing and Community Affairs to continue the Comprehensive Energy Assistance Program managed by Health and Human Services.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Items A & D are renewals of existing programs. Items B & C are new grant items from Juvenile Probation. B is to improve needs and risk assessments for youth. C is to provide training and implement tools to promote compliance with PREA.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheets.

FISCAL IMPACT AND SOURCE OF FUNDING:

Item A is the only item with a match requirement and Travis County's portion is fully funded within the department.

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.

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	137 SCATTIF Sheriff's Combined Auto Theft Task Force	09/01/13 - 08/31/14	\$1,001,869	\$134,184	\$258,235	\$0	\$1,394,288	12.00	R	EC	8
B	145 Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Needs	10/01/13 - 09/30/16	\$644,987	\$0	\$0	\$0	\$644,987	-	R	MC	41
Contracts											
C	145 A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards	04/01/13 - 03/31/14	\$100,000	\$0	\$0	\$0	\$100,000	-	R	MC	106
D	158 Comprehensive Energy Assistance Program	01/01/13 - 12/31/13	\$2,637,219	\$0	\$0	\$0	\$2,637,219	4.00	R	EC	130

* Amended from original.

PBO Notes:

- R - PBO recommends approval
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed
- S - Simple
- MC - Moderately Complex
- C - Complex
- EC - Extremely Complex

County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload

**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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
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
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$143,438	\$0	\$0	\$0	\$143,438	1.00	2/26/2013
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,954	\$34,053	\$0	\$17,088	\$136,095	1.77	2/26/2013
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$193,808	\$0	\$0	\$0	\$193,808	0.50	2/26/2013
158	Parenting in Recovery II*	09/30/12 - 09/29/13	\$625,747	\$0	\$268,195	\$0	\$893,942	1.00	2/26/2013
145	IMPACT: Investing in Minds to Prepare for A Career in Technology	10/1/13 - 09/30/14	\$416,327	\$0	\$0	\$0	\$416,327	1.00	3/5/2013
137	K9s4COPs	04/01/13 - 09/30/13	\$12,000	\$0	\$0	\$0	\$12,000	-	3/26/2013
145	Leadership Academy	10/01/13 - 09/30/14	\$143,665	\$47,888	\$0	\$0	\$191,553	1.75	3/26/2013
158	Basic Transportation Needs Fund (Bus Pass Program)	09/01/13 - 08/31/14	\$5,790	\$0	\$0	\$0	\$5,790	-	4/9/2013
145	FRESH Youth (Finding Regionally Sourced Food for High-Risk Youth)	11/01/13 - 10/31/14	\$45,000	\$15,000	\$0	\$0	\$60,000	-	4/16/2013
157	NEH Preservation Assistance for Smaller Institutions	05/01/14 - 08/01/14	\$6,000	\$0	\$0	\$0	\$6,000	-	4/16/2013
137	State Criminal Alien Assistance Program - SCAAP 13	07/01/11 - 06/30/12	\$40,568,231	\$0	\$0	\$0	\$40,568,231	-	4/16/2013
			\$44,439,719	\$541,246	\$344,785	\$73,588	\$45,399,338	27.05	

*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 (SVCII)	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
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	2/26/2013
155	Justice Reinvestment Initiative (Arnold Foundation)	03/01/13 - 02/28/15	\$69,012	\$0	\$0	\$0	\$69,012	-	2/26/2013
159	Capital Area Trauma Regional Advisory Council	05/01/12 - 08/31/13	\$10,101	\$0	\$0	\$0	\$10,101	-	2/26/2013
158	Targeted Low Income Weatherization Program	03/01/13 - 11/30/13	\$54,850	\$0	\$0	\$0	\$54,850	-	4/9/2013
158	DOE Weatherization Assistance Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	4/9/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/13 - 06/30/14	\$35,000	\$0	\$0	\$0	\$35,000	0.65	4/16/2013
158	Basic Transportation Needs Fund Bus Pass Program	09/01/12 - 08/31/13	\$5,790	\$0	\$0	\$0	\$5,790	-	4/16/2013
158	Coming of Age (CNCS)	04/01/13 - 03/31/14	\$16,832	\$309,604	\$15,149	\$0	\$341,585	6.00	4/23/2013
			\$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
158	Low Income Home Emery Program	04/01/13 - 03/31/14	\$0	\$100,000	\$100,000	-	6/30/2013	4/2/2013	N/A	No
158	Comprehensive Energy Assistance Program**	1/1/2013- 12/31/2013	\$29,196	\$300,000	\$329,196	4.00	6/30/2013	4/2/2013	N/A	No
Totals			\$334,807	\$600,000	\$934,807	16.00				



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:	Sheriff - Law Enforcement	
Contact Person/Title:	Tracy Miller, Planner	
Phone Number:	512.854.6923	

Grant Title:	SCATTF - Sheriff's Combined Auto Theft Task Force		
Grant Period:	From: <input type="text" value="09-01-2013"/>	To: <input type="text" value="08-31-2014"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	ABTPA - Auto Burglary Theft Prevention Authority		
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:	\$ 700,118	\$ 134,184	\$ 258,235	\$ 0	\$ 1,092,537
Operating:	\$ 43,685	\$ 0	\$ 0	\$ 0	\$ 43,685
Capital Equipment:	\$ 258,066	\$ 0	\$ 0	\$ 0	\$ 258,066
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 1,001,869	\$ 134,184	\$ 258,235	\$ 0	\$ 1,394,288
FTEs:	11.00	1.00	0.00	0.00	12.00

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"/>	JC	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ -	Applicable Departmental Measures				
1.					
2.					
3.					
+ -	Measures for the Grant				
1.	Public Awareness			125	100
	Outcome Impact Description	Educate and provide tools to deter and prevent auto thefts and burglaries			
2.	Interdiction Operations			215	100
	Outcome Impact Description	Conduct stings in areas of high incident.			
3.					
	Outcome Impact Description				

PBO Recommendation:

The Travis County Sheriff's Office is requesting approval to submit the annual application to the Automobile Burglary and Theft Prevention Authority for the Sheriff's Combined Auto Theft Task Force Grant. The application is submitted on behalf of Travis County and 16 other Counties with the Sheriff of each County forming the advisory board of the program. Travis County has typically received roughly half of the award with the other counties receiving the remaining funds. Travis County's portion of the match is fully budgeted.

Please note, the grant submitted is the electronic version. There is also a non electronic version that includes signature pages that must be signed. Other than signatures, the versions are the same.

PBO recommends approval to submit the application to continue the existing program that has been in place for the last sixteen years.

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 the program is to reduce auto theft rates in the task force areas.

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

NA

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.

Matching funds are from Travis County for the field agent salary and the County Agents salary fringe benefits.

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

No - not allowable.

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.

NA

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

The Task Force has been in existence since 1995.

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 program has been very successful in combining multi-county efforts to combat auto theft rings and individuals in our part of the State of Texas.



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

April 20, 2013

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Gerald Daughtery, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: Tracy J Miller, Planner 

SUBJECT: FY2014 Auto Theft Prevention Authority Grant Application

Attached is our grant renewal application to the Auto Theft Prevention Authority for the FY2014 grant cycle.

This will be the 17th year of participation by Travis County and the Sheriffs' Combined Auto Theft Task Force (SCATTF) in this program. The SCATTF is currently comprised of 17-Counties (Bastrop, Bell, Blanco, Caldwell, Colorado, Comal, Fayette, Gonzales, Guadalupe, Hays, Lee, Llano, Milam, Travis, Wharton, Williamson and Wilson Counties) with the Sheriff of each county forming the Advisory Board of SCATTF.

The grant request is in the amount of \$1,394,288. We project our match will be in excess of \$258,235. The match will consist of one deputy from Travis County and the fringe salary benefits from all personnel assigned to the task force.

We appreciate the support the Travis County Commissioners Court has given us in our effort to reduce crimes against people and property, which are so costly to our citizens and are hopeful that our application will be fully funded in the upcoming year by the Auto Theft Prevention Authority and the State of Texas.

cc: Travis Gatlin, PBO
James Connolly, County Attorney's Office
Janice Cohoon, County Auditor's Office



Safety, Integrity, Tradition of Service

1. **Applicant Information**
- a. **Legal Name:** Travis County
- b. **Address**
- Street or P.O. Box:** PO Box 1748 **City:** Austin
- County:** **State:** Texas **Zip Code:** 78767
- c. **Organizational Unit:** Travis County Sheriff's Office
- d. **Contact Person:** Major Phyllis Clair
- Telephone Number: 5128546923
2. **State Payee ID Number:** 746000192
3. **Type of Applicant:** County
- If "Other", please specify: N/A
4. **Type of Application:**
- New Continuation Revision
- If Revision, check appropriate box(es).
- Increase Award Decrease Award Other (specify)
- Increase Duration Decrease Duration
- If "Other", please specify: N/A
5. **Title of Project:** Sheriff's Combined Auto Theft Task Force (SCATTF)
6. **Areas of Project Activities (Cities, Counties, States, etc.):**
- Select a County:** Bastrop County
Bell County
Blanco County
Caldwell County
Colorado County
Comal County
Fayette County
Gonzales County
Guadalupe County
Hays County
Lee County
Llano County
Milam County
Travis County
Wharton County
Williamson County
Wilson County
7. **Proposed Project:**
- Start Date:** 9/1/2013
- Ending Date:** 8/31/2014
8. **Is application subject to review by state executive order 12372 process?**
- YES, this application was made available to the Texas Review and Comment System (TRACS) for review on
- Program is not covered by E. O. 12372

Program has not been selected by state for review

NO

9. Funding Summary:

Total State Grant Funds Requested (ABPTA)	\$1,001,869
Cash Match:	\$392,419
In-Kind Match:	\$0
Total:	\$1,394,288

10. Is the applicant delinquent on any federal debt?

YES If "YES" attach an explanation NO

11. To the best of my knowledge and belief, all data in this application is true and correct. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

- a. **Authorized Official:** Samuel T. Biscoe
- b. **Title:** County Judge
- c. **Telephone Number:** 5128549555
- d.
- e.

Item 1.

Does this assistance request require state, local, regional, or other priority rating?

Yes No

If "Yes" please complete

Name of Governing Body:

Priority Rating:

Item 2.

Does this assistance require state, or local advisory, education, or health clearance?

Yes No

If "Yes" please complete

Name of Agency or Board:

Item 3.

Does this assistance request require state, local, regional, or other planning approval? *

Yes No

If "Yes" please complete

Name of Approving Agency:

Item 4.

Will the assistance requested serve a federal installation?

Yes No

If "Yes" please complete

Name of Federal Installation:

Federal Population Benefiting from Project:

Item 5.

Will the assistance requested have an impact on the environment?

Yes No

Item 6.

Will the assistance requested cause the displacement of individuals, families, businesses or farms?

Yes No

If "Yes" please complete

Number of Individuals:

Families:

Businesses:

Farms:

Item 7.

Is there other related assistance on this project (previous, pending, or anticipated)?

Yes No

If "Yes" Explain:

Personnel: Task Force Sergeant

Title or Position	% of Salary	ABTPA Funds	Cash Match	In-Kind	Total
Task Force Sergeant	100%	\$104,510	\$0	\$0	\$104,510
Public Awareness Coordinator	100%	\$41,350	\$0	\$0	\$41,350
Field Agent - Bastrop	100%	\$47,500	\$0	\$0	\$47,500
Field Agent - Colorado	100%	\$44,640	\$0	\$0	\$44,640
Field Agent - Comal	100%	\$69,763	\$0	\$0	\$69,763
Field Agent	100%	\$50,648	\$0	\$0	\$50,648
-					
Guadalupe					
Field Agent - Hays	100%	\$52,110	\$0	\$0	\$52,110
Field Agent - Travis	100%	\$95,125	\$0	\$0	\$95,125
Field Agent - Travis	100%	\$95,125	\$0	\$0	\$95,125
Field Agent - Wharton	100%	\$48,705	\$0	\$0	\$48,705
Field Agent - Travis	0%	\$0	\$95,125	\$0	\$95,125
NEW - Office Assistant	0%	\$30,239		\$0	\$30,239
Total Direct Salaries		\$679,715	\$95,125	\$0	\$774,840
Total Requested Amounts					

Narrative

TASK FORCE SERGEANT (40 hours / week, 100%):

- Oversees the daily operations and management of the Task Force. Direct liaison with all public entities.
- Oversees all Field Operations, which includes seizures and forfeitures (sales, etc.) by the Task Force members.
- Maintains the Confidential Informant files; supports operations; scheduling assignments; planning and schedules training.
- Strategic planning for resource deployment and organizational objectives.
- Makes official visits to Out-of-County agent offices.
- Helps the agents achieve their goals; maintain evaluations for all Task Force members. Provides guidance.
- Reviews all search warrants. Assists in all covert and overt operations; intelligence and information sharing.
- Works closely with the other 29-Auto Theft Task Forces within the State of Texas. Is actively involved with the ABTPA Board and TAVTI.

FIELD AGENTS (40 hours / week, 100%):

- Investigates criminal activity related to Auto Theft primarily, but not limited to their geographical area.
- Performs Salvage Inspections; Bait Vehicle Operations; locates Chop Shops; conducts training classes for Law Enforcement and for the public; performs covert and overt interdictions; plans and conducts surveillance operations for Burglary of Vehicles (BOV); writes search warrants.
- Investigates or assists with Insurance Fraud and Arson cases related to Auto Theft.
- Aids in the Public Awareness presentations and events.

PUBLIC AWARENESS COORDINATOR (40 hours / week, 100%):

- Ensures the grant budget is being properly maintained and allocated. Responsible for meeting grant goals. Responsible for confirming that all grant paperwork is submitted in a timely manner.
- Gathers and prepares monthly statistics and quarterly reports. Filing of all paperwork related to but not limited to goals set forth through the grant.
- Serves as a Notary.
- Conducts Public Awareness events throughout the 17-County area. Coordinates with local media for coverage of public awareness events and noteworthy Vehicle Crime articles.
- Webmaster for the www.scattf.org website.
- Prepares requisitions for all equipment, office and field supplies and clothing ordered for the Task Force. Receives all items and follows through with invoices to the proper departments, conducts and keeps track of all inventories.

OFFICE SPECIALIST, Sr (40 hours / weekly / 100%):

- Answering the office phones / direct calls to appropriate personnel / takes and relays messages.
- Opens and distributes incoming mail, prepares mail-outs and maintains the Task Force mailing lists.
- Responsible for all filing and responsible to keep the file room organized.
- Schedule all Task Force meetings. Keeps and distributes the minutes of all Task Force and Board of Governors meetings.
- Creates data bases and generates reports using spreadsheets.
- Assists with any and all travel / training requests and submittals.
- Responds to administrative questions and ensures necessary follow-up.
- Will review all cases as they are received and make notification to TCIC if the vehicle has been recovered since the initial report has been taken.
- Will assist the Public Awareness Coordinator with events as necessary.

Personnel

Title or Position	% of Salary	ABTPA Funds	Cash Match	In-Kind	Total
	%				\$0
	%				\$0
	%				\$0
	%				\$0
	%				\$0
	%				\$0
	%				\$0
	%				\$0
	%				\$0
	%				\$0
	%				\$0
	%				\$0
	%				\$0
	%				\$0
Total Direct Salaries		\$0	\$0	\$0	\$0
Total Requested Amounts					

Narrative

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

2014-T01-Travis C-00008

Fringe/Overtime

Fringe Benefits	% or \$ Rate	ABTPA Funds	Cash Match	In-Kind	Total
Overtime		\$5,000	\$0	\$0	\$5,000
Total Overtime		\$5,000	\$0	\$0	\$5,000

Narrative

Overtime will be used for:

- Bait Vehicle / Trailer Operations
- Burglary of Vehicle surveillance
- After-hour call outs for Auto Theft and Burglary of Vehicle
- Late calls and hold overs for investigators
- Public Awareness events to include those held after normal business hours and on weekends

Requested Amount \$5,000 Equals hours available
 (Average hrly wage x time and (\$29.71 x 1.5) (112 hours a half)

Note: Your Total ABTPA Funds for Fringe Benefits may only be a maximum of 25% of your Total ABTPA Direct Salaries.

Fringe Benefits	% or \$ Rate	ABTPA Funds	Cash Match	In-Kind	Total
FICA		\$2,313	\$58,078	\$0	\$60,391
Retirement		\$4,092	\$95,817	\$0	\$99,909
Insurance		\$8,939	\$112,536	\$0	\$121,475
Other (Explain) unemployment, workers comp, certification, longevity/uniform		\$59	\$30,863	\$0	\$30,922
Total Fringe Benefits		\$15,403	\$297,294	\$0	\$312,697
Total Fringe/Overtime Budget		\$20,403	\$297,294	\$0	\$317,697

Narrative

Fringe Benefits are various benefits received by an employee in addition to his or her regular pay. Fringe Benefits for the SCATTF are paid by the county in which the investigator / employee works. These benefits are calculated and placed in the 'cash match' section of the grant. These benefits are medicare, workers compensation, unemployment, life insurance, longevity, certification and miscellaneous expenses requested by the requesting county such as a uniform stipend.

Upload additional information:

Grant Staff Only:

Check to disable 25% match error check.

Automobile Burglary & Theft Prevention Authority

Organization: Travis County

2014-T01-Travis C-00008

Professional and Contractual Services: N/A

Description of Service	ABTPA Funds	Cash Match	In-Kind Match	Total
N/A				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
Total Professional & Contractual Services	\$0	\$0	\$0	\$0

Briefly describe any anticipated contractual arrangement and work products expected.
 Describe basis for arriving at the cost of each line item.
 Professional services (such as consultants, trainers, counselors, evaluators, etc.)
 should be described by type of service, number of hours, rate per hour, and travel costs.
 Currently not funded by ABTPA.

Upload additional information:

Travel

✓ We are following our City / County Travel Policy

In-State Travel

Purpose	Destination	ABTPA Funds	Cash Match	In-Kind Match	Total
ABTPA Annual Summit	TBA	\$3,795	\$0	\$0	\$3,795
TAVTI Conference	San Marcos	\$5,641	\$0	\$0	\$5,641
Border Solutions Meeting	TBA	\$544	\$0	\$0	\$544
		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
In-State Travel Total		\$9,980	\$0	\$0	\$9,980

Out-of-State Travel

Purpose	Destination	ABTPA Funds	Cash Match	In-Kind Match	Total
N/A		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
Out-of-State Travel Total		\$0	\$0	\$0	\$0

Total Travel Budget	\$9,980	\$0	\$0	\$9,980
----------------------------	----------------	------------	------------	----------------

Briefly describe the applicant's travel policy (i.e., mileage rates and per diem rates). Specify Purposes for each item of travel. Break out costs of each in-state and each out-of-state trip to separately show the specific costs of transportation and per diem.

ABTPA Annual Summit – 4 nights – lodging is \$2,507; per diem is \$1,288.
TOTAL is \$3,795

TAVTI Conference (which our Task Force is hosting) in San Marcos – 5 nights – we are only asking for lodging. TOTAL from the grant is \$5,641
(We are asking to cover the per diem at \$46 a day for a total of \$3,220 and \$350 in miscellaneous expenses for a total of \$3,470 from programmed income.)

Border Solutions Meeting – 1 night – lodging is \$310; per diem is \$184; miscellaneous expenses are \$50.
Total is \$544.

Grand TOTAL for TRAVEL - \$9,980

Upload additional information:

Organization: Travis County

2014-T01-Travis C-00008

Equipment: Undercover Investigative Trucks (9)

Equipment Name or Description and Quantity (Do not List Brand Names)	ABTPA Funds	Cash Match	In-Kind Match	Total
Undercover Investigative Trucks (9)	\$258,066			\$258,066
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
Total Equipment Purchases	\$258,066	\$0	\$0	\$258,066

Briefly describe the use of equipment and the cost of each line item.

Detective's Trucks – replacement trucks for the investigators and sergeant. We have not purchased new vehicles since 2007 and all vehicles are currently over 100,000 miles. The trucks will be assigned to the investigators within the Task Force who together cover a 17-County area. The local Sheriff's Offices will cover the fuel, insurance and maintenance. Due to recent budget cuts within the Sherriff's Offices, these vehicles would be of great importance and would be a great benefit in our continued effort to combat vehicle theft. They are \$28,674 each x 9 equals \$258,066.

Upload additional information:

Indirect Cost

	ABTPA Funds	Cash Match	In-Kind Match	Total
Indirect Costs				\$0
Total Indirect Costs				\$0

Currently ABTPA does not fund indirect costs, except for the Council of Government agencies. Applicants may not use option (A) without having an official cost allocation plan developed in accordance with OMB Circular No. A-87. The amount may be entered as ABTPA funds or cash match for those applicants having such an approved plan.

N/A

Budget Summary

Budget Categories		ABTPA Funds	Cash Match	In-Kind Match	Total
A	Personnel (Salaries/Overtime)	\$684,715	\$95,125	\$0	\$779,840
A	Personnel (Fringe Benefits)	\$15,403	\$297,294	\$0	\$312,697
B	Contractual	\$0	\$0	\$0	\$0
C	Travel	\$9,980	\$0	\$0	\$9,980
D	Equipment	\$258,066	\$0	\$0	\$258,066
E	Supplies & Direct Operating Exp.	\$33,705	\$0	\$0	\$33,705
F	Indirect Costs	\$0	\$0	\$0	\$0
Totals (Sum of 7-8)		\$1,001,869	\$392,419	\$0	\$1,394,288

Source of Match	Amount
Travis County General Fund Benefits & Salaries	\$270,295
Other Counties Benefits	\$122,124
Source of Match Total	\$392,419

Program Income	Amount
Program Income Total	\$0

Schedule	In Kind Match	Amount
A		\$0
B		\$0
C		\$0
D		\$0
E		\$0
	In Kind Match Total	\$0

Problem Statement & Historical Information

- a. Provide an assessment of the auto theft and burglary problem in the areas of coverage and existing activities that address the problem. Identify the target population and the geographical target area.

The SCATTF region is a hub of crossroads between Mexico and states north along the IH-35 corridor, US Hwy 59 to the East and West of IH-10 between San Antonio and Houston and US Hwy 290 East and West. In 1997 with the aid of the ABTPA Grant, Travis County initiated the first regional effort to combat auto-related criminal activity and has continued to focus on those efforts ever since. Total square mileage of the geographical area of the 17-Counties that are the Task Force equal 14,698 square miles. The target population, being made up of both urban (where more thefts occur) and rural (where theft rings and chop shops can go undetected more easily) is 2,487,129. Counties in the Task Force include: Bastrop, Bell, Blanco, Caldwell, Colorado, Comal, Fayette, Gonzales, Guadalupe, Hays, Lee, Llano, Milam, Travis, Wharton, Williamson and Wilson. The members of the Task Force continue to educate the citizens of the SCATTF jurisdictional areas and education is the most effective tool in the prevention of Auto Thefts and Vehicle Burglaries alike. See attached for additional information.

- b. Describe the extent to which this project will duplicate or overlap existing activities, and why that (if any) is necessary.

We often overlap with the Austin Police Department Interdiction Project. We both conduct VTR 68-A inspections, PR events, bait vehicle operations and on occasion some of our investigations overlap. APD works inside the city limits, while the Task Force works the unincorporated areas.

- c. Describe and document trends of the problem and the need that makes this grant necessary.

Our area is comprised of small rural Sheriff's Offices. Without our expertise, these agencies have no one to call upon. Most agencies have very limited manpower or experience in the Auto Theft or Vehicle Burglary fields. As VTR 68-A's are becoming more and more numerous each year (and DPS has stopped performing this service) the counties and local police departments far and wide have no one else to call but their local area Task Force. And in some areas of Texas, known as "no-mans" land, the thieves are getting bolder and bolder. Title fraud cases are on the increase as thieves are able to simply use a pen and paper to "steal" vehicles.

- d. Using the spreadsheet below, provide accurate statistical data for problem in project area. (e.g. cite 3 years of UCR data) Please provide all data that is available for your agency or agencies:

Vehicle Theft Data	Year 1	Year 2	Year 3
	2012	2011	2010
Number of Stolen Vehicles	394	458	536
Number of Recovered Vehicles	574	596	703

Problem Statement & Historical Information

Number of Arrests	156	128	161
Number of Auto Theft Training Classes	11	15	12
Number of (other) Cases Worked	383	363	185

Theft from a Motor Vehicle Data	Year 1	Year 2	Year 3
	2012	2011	2010
Number of Burglaries of a Vehicle	1287	1187	1325
Number of Recovered Items	0	0	0
Number of Arrests	43	12	18
Number of (other)	0	0	0
Number of (other)	0	0	0

Other Motor Vehicle Crimes	Year 1	Year 2	Year 3
	2012	2011	2010
68A Inspections	1346	884	819
Salvage Inspections	22	41	46
Number of Stolen Vehicle Inquiries	0	0	0
Number of (other) Vehicles	7598	10791	10191

Proposed Objectives

a. Select the standard goal and describe the specific objectives of the project. Include any quantifiable data by which activities measure.**Auto Theft Goal**

GOAL 1: REDUCE THE INCIDENT OF MOTOR VEHICLE THEFT.

Objective 1. Locate and shut down chop shops (6)

Objective 2. Conduct salvage inspections (20)

Objective 3. Conduct interdiction activities (100)

Auto Burglary Goal

GOAL 2: REDUCE THE INCIDENT OF THEFT FROM A MOTOR VEHICLE.

Objective 1. Conduct tire sting operations (6)

Objective 2. Conduct burglary of vehicle surveillance operations (10)

Objective 3. Conduct bait car sign operations using the sign boards (5)

Public Awareness Goal

GOAL 3: PUBLIC AWARENESS METHODS USED TO EDUCATE THE CITIZENS OF TEXAS AND TRAINING OF QUALIFIED PERSONNEL IN THE DETECTION AND PREVENTION OF AUTO BURGLARY & THEFT.

Objective 1. Public awareness events (100)

Objective 2. Training for officers (10)

Objective 3. Reach (14,000,000) through media outreach, training and PR events

Grantee Goals

GOAL 7: PREVENT THE INCIDENT OF FRAUDULENT TITLES AND REGISTRATION OF STOLEN VEHICLES.

Objective 1. Fraudulent title inspections (5)

Objective 2. Fraudulent dealer license plate cases / citations (5)

Objective 3. Conduct fraudulent license plate classes for LE officers (4)

Grantee Goals

GOAL 8: REDUCE THE INCIDENT OF AUTOMOBILE INSURANCE FRAUD.

Objective 1. Collaborate with NICB on a quarterly basis (4)

Objective 2. Investigate or Assist with Arson Cases (4)

Objective 3. Investigate or Assist with Insurance Fraud Cases (2)

b. Describe how the project will impact the stated problem.

The expertise of the Task Force is well known both inside and outside the 17-County region and is called upon routinely for assistance. We are quickly becoming experts in counterfeit or fraudulent dealer license plates and fraudulent titles as well. We will continue to accomplish all of this through training of Law Enforcement agencies and working to educate the public through public awareness campaigns.

c. Describe proposed plan for auto theft crime prevention, education and training.

VIN etchings, HEAT registrations, neighborhood meetings, Lions and Rotary Clubs, mock citations, stuff brochures in billings, etc. Hold Auto Theft, Salvage Inspections and Highway Interdiction classes for Law Enforcement throughout the state.

Functions Of Proposed Project

The functions of the project should:

Identify the service needs to be met by the project and the applicant's experience or qualifications.

Describe how this project will cooperate/coordinate activities with other appropriate agencies/projects.

Describe in what way (if any) is this project innovative and what methods taken to assure that the project demonstrates cross-cultural awareness in all project activities and in its staffing and training.

A. Crime prevention, education and training will be major focuses of the Task Force. We will attempt to reach as many citizens as possible with Public Awareness, educating them in the causes of and solutions for Auto Theft and Burglary of Vehicle.

B. Conducting Salvage Inspections and performing covert and overt surveillance. VTR 68-A inspections and locating Chop Shops will remain a function of the Field Agents. There is over 80 years of combined experience among our Field Agents, with three of them being experts.

C. SCATTF has an outstanding working relationship with the APD Auto Theft Interdiction Unit as well as other Task Forces. We schedule highway interdictions and / or Salvage Inspections and routinely invite DPS and local agencies to participate.

D. The Task Force continually works with other agencies with the State. These operations and cooperation allow the Task Force agents to learn from each other; fostering relationships that assists in the sharing of information; not only in our area, but about the State as a whole.

E. The Texas Commission on Law Enforcement Standards mandates all licensed Peace Officer's participate in a cultural awareness class at a minimum of every other year. Federal law requires that a racial profiling form be completed on all traffic stops made.

F. SCATTF is an innovative program within the 17-County area. Each Sheriff involved has commented on the cohesiveness and work performance the Task Force provides.

Evaluation Design

The program evaluation should indicate how the applicant will assess the success of the project and the extent to which the strategy achieved the project's goals and objectives.

a. Describe the design of a plan for local evaluation of this project.

An important aspect in evaluating a program of this magnitude is whether the participating agencies (Sheriff's Office) perceive the program as one that is worthwhile in THEIR county and whether all counties coordinating efforts with each other are for the good of all involved. We will continue to host bi-yearly Board of Governor's meetings to discuss items relevant to this project and receive feedback. Minutes are recorded and all present are invited to speak on any item of interest.

b. Cite relevant data that will be used to measure the effectiveness of this project.

We keep monthly statistics to track the progress of the unit and to ensure we are meeting our goals set forth at the beginning of the Fiscal Grant Year. We monitor our individual county, the 17-County Task Force area and the State as a whole; to ensure we are continuing to make a difference in the fight against Auto Thefts and Burglary of Vehicles.

c. Describe the mechanism to evaluate the programs progress.

Monthly statistics, along with monthly progress reports, quarterly financial reports and end of year statistics are submitted to track our progress. We ensure our goals are reached each year and we also use feedback from our bi-yearly Board of Governor's meetings.

Organization: Travis County

Designation of Grant Officials

Project Title: Sheriff's Combined Auto Theft Task Force
Organization Name Travis County
Address PO Box 1748

Austin, TX 78767
Phone: (512) 854-9735
Fax: (512) 854-7410

Federal Tax ID 17460001922021

ABTPA Funds Requested \$1,001,558

New Continuation

Project Director

Prefix Ms. **First Name:** Phyllis **Last Name:** Clair
Title Major **Business Address:** PO Box 1748 | 5555 Airport Blvd
City Austin **State:** Texas **Zip:** 78767
Phone 512-854-9759 **Fax:** 512-854-3289 **E-Mail:** phyllis.clair@co.travis.tx.us
Alternate Signature Name Lieutenant Jason Jewert
Phone 512-854-7401

Project Manager

Prefix Mr. **First Name:** Tommy **Last Name:** Wooley
Title Sergeant **Business Address** PO Box 1748 | 7811 Burleson-Manor Rd.
City Austin **State** Texas **Zip** 78767
Phone 512-854-7423 **Fax:** 512-854-7410
E-Mail: tommy.wooley@co.travis.tx.us
Alternate Signature Name Lieutenant Jason Jewert
Phone 512-854-7401

Financial Officer

Prefix Ms. **First Name** Nicki **Last Name** Riley
Title County Auditor **Business Address** PO Box 1748
City Austin **State** Texas **Zip** 78767
Phone 512-854-9125 **Fax** 512-854-9164 **E-Mail** nicki.riley@co.travis.tx.us
Alternate Signature Name Auditor Paul Lyon
Phone 512-854-9125

Authorized Official

Prefix Mr. **First Name** Samuel **Last Name** Biscoe
Title County Judge **Business Address** PO Box 1748
City Austin **State** Texas **Zip** 78767
Phone 512-854-9555 **Fax** 512-854-9535 **E-Mail** sam.biscoe@co.travis.tx.us
Alternate Signature Name Judge's designee (we do not know)
Phone 512-854-9555

The Grantee hereby assures and certifies compliance with Subchapter II, Part A of the Americans with Disabilities Act (ADA), 42 U.S.C., Sections 12131-12134, and Department of Justice ADA regulations, 28 CFR Part 35.

✓ I have read and understood the instructions provided.

Non-Supplanting Certification

I certify that the programs proposed in this application meet all the requirements of the Texas Civil Statutes, Article 4413(32a), §6(a)(7), (a) Texas Civil Statutes, Article 4413(32a), §6(a)(7), requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

I further certify that ABTPA funds have not been used to replace state or local funds that would have been available in the absence of ABTPA funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under §57.3(6) of this title (relating to Adoption by Reference).

✓ I have read and understood the instructions provided.

Compliances

The attached digest of your grant application represents the Automobile Burglary & Theft Prevention Authority Board's approved amount. The digest represents budgeted amounts only and does not approve any items that conflict with the participating agency's personnel, procurement, travel, or local government code policies and procedures.

The grantee will be responsible in determining that the following requirements are being met prior to the release of funds:

1. Salaries are in accordance with local policy of the participating agencies.
2. Personnel are classified in accordance with the needed qualification for the position.
3. Fringe Benefits are in accordance with local policy of the participating agencies.
4. Travel Policy is in accordance with the travel policy of the participating agencies.

✓ I have read and understand the instructions provided.

Organization: Travis County

2014-T01-Travis C-00008

Equal Employment Opportunities (EEO)

Agencies that employ fewer than 50 people are not required to file an equal opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E.

Agencies that employ 50 or more people and has received or applied to the Automobile Burglary & Theft Prevention Authority for total funds in excess of \$25,000 are considered to have formulated an equal employment opportunity program in accordance with 28 CFR 42.301 et seq.

This agency employs fewer than 50 people.

No Yes

If yes above, please provide the office of record.

Name

Diane Poirot

Title

Director Human Resources

Address

PO Box 1748

City

Austin

State

Texas

Zip Code

78767

Assurances

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary & Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Automobile Burglary & Theft Prevent Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

✓ I have read and understand the instructions provided.

Independent Annual Audit Certification

The grantee assures compliance by itself and its applicable sub-recipients (contractors) with the Single Audit Act Amendments of 1996, P.L. 104 - 156 and, particularly, with the requirements of OMB Circular A-133 as follows (check one):

- ✓ 1. Grant(s) expenditures of \$300,000 or more in federal funds-
An annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
- 2. Grant(s) expenditures of \$300,000 or more in state funds-
An annual single audit by an independent auditor made in accordance with the Uniform Grant and Contract Management Standards (UGCMS).
- 3. Grant(s) expenditures of less than \$300,000 in federal funds-
Exempt from the Single Audit Act. However, ABTPA may require a limited scope audit as defined in OMB Circular A-133.
- 4. Grant(s) expenditures less than \$300,000 but \$50,000 or more in state funds. A program-specific audit.
- 5. Grant(s) expenditures less than a total of \$50,000 in state funds-
Financial Statements audited in accordance with Generally Accepted Audited Standards (GAAS).

NOTE: Grantees exempt from the Single Audit Act requirements (i.e. those expending less than \$300,000 in total federal financial assistance) are prohibited from charging the cost of a Single Audit to a Federal award.

Regardless of items checked above, the grantee should, within 60 days following the date of the grant award, furnish the following information:

- 1. The identity of the organization conducting the audit.
- 2. Approximate time audit will be conducted.
- 3. Audit coverage to be provided.

Interagency Review and Approval

Prior to expending grant funds, the grantee is required to submit a copy of the interagency agreement between the grantee and each agency of the task force receiving ABTPA grant funds, for review and approval.

The interagency agreement must include the following:

(a) A detailed budget including personnel, travel, equipment, and other operating expenses that are to be reimbursed with grant funds (refer to Schedules in Grant Application where appropriate); and,

(b) A copy of the Assurance Certification from each agency, other than grantee, receiving ABTPA funds. Attach signed certification to agreement. (In lieu of having the Certification signed, the list of Assurances, or reference to them, may be included in the body of the Interagency Agreement.)

Upload the Interagency Agreement below:

Organization: Travis County

2014-T01-Travis C-00008

District Attorney Contract

An example of a District Attorney Contract can be found here.

Upload the District Attorney Contract (if required) below:

https://www.dmv.state.tx.us/apps/intelligrants_TXATP/_Upload/8396-DAInterlocals.pdf

To secure the professional services and/or the consultant services described in the approved grant budget, the following requirements shall apply:

a. **Fees and Arrangements.** The grantee shall consult and observe the guidelines stated in Section I, Financial and Administrative Requirements; Professional or Consultant Services.

b. **Procurement Procedures**

1. **Purchases up to \$250** may be made on a spot purchase basis, without comparative pricing.
2. **Purchases between \$1000 and \$2,500** require a minimum of three oral bids, based on identical specifications. The purchaser (grantee) is required to maintain records for audit that show the name, telephone number, date, and bid amount of each source contacted.
3. **Purchases between \$2,500 and \$5,000** require that written invitations for bid, using identical specifications, be mailed to a minimum of three prospective suppliers. Such invitations must clearly state the deadline for receipt of written bids. The purchaser (grantee) is required to maintain records for audit that include copies of all invitations and all written responses thereto (including original signatures thereon).
4. **Purchases above \$5,000** require formal newspaper advertising soliciting bids. The purchaser is required to maintain records for audit that include copies of the advertisement(s) and all written responses thereto (including original signatures thereon).
5. When the required services/supplies and/or the required skills are so unique that the purchaser cannot identify a minimum of three prospective sources – when the cost exceeds \$1,000 – the purchaser (grantee) shall seek guidance from the ABTPA. In such cases, the grantee shall provide to the ABTPA a letter containing all relevant facts and a proposed course of action.
6. Audit organi
zations and individual independent auditors typically will not respond to an “invitation for bid,” with precise specifications stipulated by the purchaser. In such cases, the purchaser should extend an “invitation for proposal” which permits the prospective supplier to develop the specifications of the engagement/purchase and to quote a relevant cost. It is then incumbent upon the purchaser to select the lowest cost proposal which meets the organizational needs.
7. In all instances, prior to the delivery of services, a written contract should be executed to secure professional and/or consultant services. An example can be found here.

c. **Grantor Agency Approval.** Following the solicitation of bids and prior to the execution of a contract, the grantee shall obtain ABTPA approval, by providing the ABTPA with a letter containing the following:

1. a brief narrative description of the specific procurement procedure (cited herein) that was used;
 2. a copy of the newspaper advertisement, if that method is required by the applicable procurement procedure (cited herein);
 3. a draft copy of the proposed contract;
 4. a list of vendors or practitioners from whom bids or quotes were solicited;
- ✓ I have read and understand the instructions provided.

Tracker

PORTFOLIO ACCOUNTING & REPORTING

HOME : TRACKER : REPORTS : DATE TO DATE

Travis County
 Date To Date
 Tracker Education: Interest Income - Book Value, by Fund
 Report Format: By Transaction
 Group By: Portfolio Name

Save As Edit Print Excel

Begin Date: 2/28/2013 End Date: 3/31/2013 Carrying Value Date: 2/28/2013

Portfolio / Report Group: Healthcare District Index: Select an Index View Report

Log Out

Reagan Gimes @ Travis County

Description	CUSIP/Ticker	Security Sector	Self Accrued Interest	Buy Accrued Interest	Interest Dividends	Amortized Discount	Amortized Premium	Difference in Accrued Interest	Interest Earned During Period, BV	Realized Gain/Loss- BV	Investment Income-BV	Beginning Market Accrued Interest	Ending Market Accrued Interest	Accrued Interest Earned During Period
Healthcare Bond Proceeds														
TexPool.LGIP	ICHDIXPLPLBD	Local Government Investment Pool	0.00	0.00	279.31	0.00	0.00	0.00	279.31	0.00	279.31	N/A	N/A	N/A
Sub Total/Average Healthcare Bond Proceeds			0.00	0.00	279.31	0.00	0.00	0.00	279.31	0.00	279.31	0.00	0.00	0.00
Healthcare Operating														
City of Chicago - Midway International Airport 0.2	16757CVYZ	Corporate	0.00	0.00	0.00	0.00	0.00	740.56	740.56	0.00	740.56	334.44	1,075.00	740.56
FECB 0.42 11/7/2014-12	3133EACRZ	US Agency	0.00	0.00	0.00	0.00	0.00	3,080.00	3,080.00	0.00	3,080.00	10,360.00	13,440.00	3,080.00
FECB 0.45 9/14/2015-12	3133EAV54	US Agency	0.00	0.00	18,000.00	0.00	0.00	-14,700.00	3,300.00	0.00	3,300.00	16,400.00	1,700.00	3,300.00
FECB 0.65 12/27/2016-13	3133ECBN3	US Agency	0.00	0.00	0.00	0.00	0.00	5,362.50	5,362.50	0.00	5,362.50	9,912.50	15,275.00	5,362.50
FHLB 0.4 8/28/2015-13	313382A45	US Agency	0.00	0.00	0.00	0.00	0.00	3,000.00	3,000.00	0.00	3,000.00	0.00	3,000.00	3,000.00
FHLMC 0.525 11/20/2015-13	3134G3V56	US Agency	0.00	0.00	0.00	0.00	0.00	3,850.00	3,850.00	0.00	3,850.00	11,433.33	15,283.33	3,850.00
FHLMC 0.7 9/27/2016	3134G3K33	US Agency	0.00	0.00	28,000.00	0.00	0.00	-22,866.67	5,133.33	0.00	5,133.33	23,488.89	622.22	5,133.33
FNMA 0.75 2/6/2017-14	3135G0UA9	US Agency	0.00	0.00	0.00	0.00	0.00	6,187.50	6,187.50	0.00	6,187.50	4,125.00	10,312.50	6,187.50
FNMA 0.8 10/30/2015-13	3135G0KJ1	US Agency	0.00	0.00	0.00	0.00	0.00	5,147.73	5,147.73	0.00	5,147.73	18,982.27	24,130.00	5,147.73
Providence Healthcare 0.18 4/9/2013	74375WGH8	Corporate	0.00	0.00	0.00	0.00	0.00	620.00	620.00	0.00	620.00	1,000.00	1,620.00	620.00
Texas TERM 0.16 7/1/2013	IERMCP7113	Corporate	0.00	0.00	0.00	0.00	0.00	1,223.02	1,223.02	0.00	1,223.02	276.16	1,499.18	1,223.02
Texas DAILY LGIP	ICHDIXDA	Local Government Investment Pool	0.00	0.00	1,401.09	0.00	0.00	0.00	1,401.09	0.00	1,401.09	N/A	N/A	N/A
TexPool.LGIP	ICHDIXPLOP	Local Government Investment Pool	0.00	0.00	1,660.08	0.00	0.00	0.00	1,660.08	0.00	1,660.08	N/A	N/A	N/A
TexSTAR.LGIP	ICHDIXSI	Local Government Investment Pool	0.00	0.00	1,223.28	0.00	0.00	0.00	1,223.28	0.00	1,223.28	N/A	N/A	N/A
TX TERM 0.26 6/3/2013	IERMICH060313	Corporate	0.00	0.00	0.00	0.00	0.00	1,766.57	1,766.57	0.00	1,766.57	9,915.62	11,682.19	1,766.57
Sub Total/Average Healthcare Operating			0.00	0.00	50,284.45	0.00	0.00	-6,588.79	43,695.66	0.00	43,695.66	106,228.21	99,639.42	39,411.21
Total / Average			0.00	0.00	50,563.76	0.00	0.00	-6,588.79	43,974.97	0.00	43,974.97	106,228.21	99,639.42	39,411.21



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 checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Juvenile Probation	
Contact Person/Title:	Maya Duff/Grant Coordinator	
Phone Number:	854-7046	

Grant Title:	Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Needs		
Grant Period:	From: <input type="text" value="Oct 1, 2013"/>	To: <input type="text" value="Sep 30, 2016"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Bureau of Justice Assistance		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input 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 Justice		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 192,997	\$ 0	\$ 0	\$ 0	\$ 192,997
Capital Equipment:	\$ 335,681	\$ 0	\$ 0	\$ 0	\$ 335,681
Indirect Costs:	\$ 116,309	\$ 0	\$ 0	\$ 0	\$ 116,309
Totals:	\$ 644,987	\$ 0	\$ 0	\$ 0	\$ 644,987
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.	Number of Referrals to the Department	4,202	3,906	3,873	3,912
2.	Number of Juveniles on Supervision	2,001	1,926	1,945	1,926
3.	Number of Violations of Probation	762	645	658	626
+ - Measures for the Grant					
1.	Number of evidence-based risk and needs assessment tools purchased and implemented.	n/a	n/a	n/a	1
Outcome Impact Description		An evidence-based risk and needs assessment tool will enable the Department to make appropriate decisions about intervention while maximizing public safety.			
2.	Number of staff trained in the new risk and needs assessment tool.	n/a	n/a	n/a	110
Outcome Impact Description		Staff will have the knowledge and skills needed to implement an enhanced risk and needs assessment tool.			
3.	Number of staff trained in Motivational Interviewing and/or Strengths Training for Challenging Adolescents	n/a	n/a	n/a	120
Outcome Impact Description		Staff will have the knowledge and skills needed to use risk and needs assessment information to employ optimal supervision strategies with juveniles.			

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of a grant application with the Bureau of Justice Assistance. This application, for a total of \$644,987, would fund an assessment program in the department called Taking the Smart Path. The grant funds would help the department to incorporate an evidence-based risk and needs assessment, hire an external research partner from Texas State University, evaluate some of the policies and procedures related to grant activities in the department, and review sanctioning policies within the department, among other activities. The department hopes that if the tool is effective, it will lead to a higher success rate, reduced recidivism, and enhanced data collection and programming.

The application contains a required indirect cost amount of \$116,309, and does not require a County Cost Share or a Budget County Contribution. The department does indicate that should grant funds for this program end, Juvenile Probation would seek both external and internal funds to continue the program.

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 purpose of this program is to enhance TCJPD's risk and needs assessment so that youth are more appropriately referred to services. The proposed risk and needs assessment tool will allow for more accurate assessment and more continuity in youths' care. Through this program, TCJPD will also provide training to staff to ensure that the assessment is conducted with competency. This grant fits into the current activities of the department because of a department-wide desire to enhance the continuity of care of youth. This will be a new program.

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 county match is required.

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

Indirect costs are allowed through this grant. TCJPD has requested 22% indirect costs in the amount of \$116,309.

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.

This program will not end upon termination of grant funding. When funding is exhausted, TCJPD will seek local, state, and federal funds to continue this program. The training and the acquisition of software are sustainable activities that will continue after funding is exhausted.

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

Currently, TCJPD has seen numerous successes in its different divisions. The activities proposed through this grant will allow these successes to be taken from a small scope to a broad one. Instead of services being dictated by the track on which a youth is, they will be dictated by the specific needs and risk level of the youth. This program will allow for the continuity in care and individualized program plan for each youth at TCJPD.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This program will allow TCJPD to appropriately direct a youth's involvement with the facility!
The Commissioners' Court of Travis County approved the "Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY 2012-FY 2015" on December 6, 2011. Over 15 local nonprofit organizations, school districts, and government agencies (including Travis County Juvenile Probation Department) participated in the planning process, which began in March 2011. Due to the multiple areas of improvement anticipated through this grant, it addresses all three priorities for Juvenile Justice.

Priority A: Travis County is in need of intervention services for juvenile offenders, gang-involved youth, and their families.

Priority B: Travis County is in need of prevention and early intervention services for low-income and at-risk youth, including after-school and summer programming.

Priority C: Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems.

The assessment tool proposed through this grant will more accurately match youth to services in all three of these areas.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704
Phone: (512)854-7000 Fax: (512)854-7097

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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: *Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Needs*
Grant Application to the Department of Justice

DATE: April 18, 2013

The Travis County Juvenile Probation Department is submitting an application to the Department of Justice for a new project entitled *Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Needs*. \$644,987 is requested to support the PACT risk and needs assessment tool, training for staff, and contracting with an external researcher.

The purpose of this program is to enhance TCJPD's risk and needs assessment so that youth are more appropriately referred to services. The proposed risk and needs assessment tool will allow for more accurate assessment and more continuity in youths' care. Through this program, TCJPD will also provide training to staff to ensure that the assessment is conducted with competency. An external researcher will analyze the effectiveness of this program.

We are asking for your review of this packet and permission to place the item on Commissioners' Court agenda for approval on **April 30, 2013**. Please contact Maya Duff at 4-7046 for further information. Thank you in advance for your attention to this request. TCJPD is excited about the potential of this program.

CC: Jim Connolly
Rhett Perry
Darryl Beatty
Cory Burgess
Jim Gobin
Emmitt Hayes
Joe Chavez
Gail Penney-Chapmond
Britt Canary
Lisa Eichelberger
Sylvia Mendoza
Grant File

Opportunity Title:	BJA FY 13 Smart Probation: Reducing Prison Populations,
Offering Agency:	Bureau of Justice Assistance
CFDA Number:	16.812
CFDA Description:	Second Chance Act Prisoner Reentry Initiative
Opportunity Number:	BJA-2013-3553
Competition ID:	
Opportunity Open Date:	03/12/2013
Opportunity Close Date:	05/09/2013
Agency Contact:	For assistance with any other requirement of this solicitation, contact the BJA Justice Information Center at 1-877-927-5657, via e-mail to JIC@telesishq.com, or by live web chat.. The BJA Justice Information Center hours of operation are 8:30 a.m. to 5:00 p.m. eastern time Monday through Friday, and 8:30 a.m. to

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

* Application Filing Name:

Mandatory Documents

Move Form to Complete

Move Form to Delete

Mandatory Documents for Submission

- Application for Federal Assistance (SF-424)
- Assurances for Non-Construction Programs (SF-42)
- Budget Narrative Attachment Form
- Project Narrative Attachment Form
- Other Attachments Form
- Disclosure of Lobbying Activities (SF-LLL)

Optional Documents

Faith Based EEO Survey

Move Form to Submission List

Move Form to Delete

Optional Documents for Submission

Instructions

- 1** Enter a name for the application in the Application Filing Name field.

 - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
 - You can save your application at any time by clicking the "Save" button at the top of your screen.
 - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.

- 2** Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.

 - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
 - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
 - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
 - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.

- 3** Click the "Save & Submit" button to submit your application to Grants.gov.

 - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
 - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
 - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
 - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

Application for Federal Assistance SF-424		Version 02	
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
* 3. Date Received: Completed by Grants.gov upon submission.		4. Applicant Identifier: _____	
5a. Federal Entity Identifier: _____		* 5b. Federal Award Identifier: _____	
State Use Only:			
6. Date Received by State: _____		7. State Application Identifier: _____	
8. APPLICANT INFORMATION:			
* a. Legal Name: Travis County			
* b. Employer/Taxpayer Identification Number (EIN/TIN): 746000192		* c. Organizational DUNS: 0309088420000	
d. Address:			
* Street1: 2515 South Congress Avenue		_____	
Street2:		_____	
* City: Austin		_____	
County:		_____	
* State:		TX: Texas	
Province:		_____	
* Country:		USA: UNITED STATES	
* Zip / Postal Code: 78704		_____	
e. Organizational Unit:			
Department Name: Juvenile Probation		Division Name: _____	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix: Ms.		* First Name: Estela	
Middle Name: P.		_____	
* Last Name: Medina		_____	
Suffix:		_____	
Title: Chief Juvenile Probation Officer			
Organizational Affiliation: _____			
* Telephone Number: 512-854-7000		Fax Number: 512-854-7097	
* Email: estela.medina@co.travis.tx.us			

Application for Federal Assistance SF-424

Version 02

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:**

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.812

CFDA Title:

Second Chance Act Prisoner Reentry Initiative

*** 12. Funding Opportunity Number:**

BJA-2013-3553

*** Title:**

BJA FY 13 Smart Probation: Reducing Prison Populations, Saving Money, and Creating Safer Communities

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**

Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Needs

Attach supporting documents as specified in agency instructions.

[Add Attachments](#) [Delete Attachments](#) [View Attachments](#)

Application for Federal Assistance SF-424

Version 02

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="644,987.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* 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="644,987.00"/>

*** 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.)**

Yes No

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:

Application for Federal Assistance SF-424

Version 02

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

[Empty text input area for Applicant Federal Debt Delinquency Explanation]

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>_____</p>	<p>* TITLE</p> <p>County Judge</p>
<p>* APPLICANT ORGANIZATION</p> <p>Travis County</p>	<p>* DATE SUBMITTED</p> <p>_____</p>

Standard Form 424B (Rev. 7-97) Back

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Approved by OMB
0348-0046

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4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input type="text" value="n/a"/> * Street 1: <input type="text" value="n/a"/> Street 2: <input type="text"/> * City: <input type="text" value="n/a"/> State: <input type="text"/> Zip: <input type="text"/> Congressional District, if known: <input type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: <div style="border: 1px solid black; height: 80px;"></div>		
6. * Federal Department/Agency: <input type="text" value="Department of Justice"/>	7. * Federal Program Name/Description: <input type="text" value="Second Chance Act Prisoner Reentry Initiative"/> CFDA Number, if applicable: <input type="text" value="16.812"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix: <input type="text"/> * First Name: <input type="text" value="n/a"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="n/a"/> Suffix: <input type="text"/> * Street 1: <input type="text"/> Street 2: <input type="text"/> * City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix: <input type="text"/> * First Name: <input type="text" value="n/a"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="n/a"/> Suffix: <input type="text"/> * Street 1: <input type="text"/> Street 2: <input type="text"/> * City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input type="text" value="Completed on submission to Grants.gov"/> * Name: Prefix: <input type="text"/> * First Name: <input type="text" value="n/a"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="n/a"/> Suffix: <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text" value="Completed on submission to Grants.gov"/>		
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Statement of the Problem

The Juvenile Justice system has been evolving to incorporate research-based methods that address criminogenic needs in recent years. This practice focuses resources on individual needs, which results in improving public safety while spending funds efficiently. An emphasis on Evidence Based Practices (EBPs) has particularly become a trend in the Juvenile Justice system. The use of an actuarial risk and needs assessment tool is one of the foundational principles of EBP (Florida Department of Juvenile Justice, 2009). Such a tool allows for structure and consistency in the decision making process within the Juvenile Justice System and helps in determining where resources should be targeted (Judicial Council of California, 2011).

Travis County Juvenile Probation Department (TCJPD) has seen success on a small scale in implementing evidence-based programs. However, these successes have remained within silos and TCJPD does not see itself as fully successful until it can take these gains to a broader scope. Incorporating an evidence-based risk and needs assessment, such as the Positive Achievement Change Tool (PACT), offers the ability to capture the risk of youth recidivating and appropriately refer youth to services based on the needed intensity level, duration, and dosage. While the new tool will allow TCJPD to more effectively screen youth, the interview-based assessment must be administered with fidelity; therefore, strategies and techniques for positively communicating and interacting with clients and parents are essential. TCJPD recognizes the need to focus on effectiveness and competency while maximizing quality assurance. As a response to this need, TJCPD will provide Motivational Interviewing and Strengths-Based training to direct care staff. In concordance with the new tool, these two trainings will be used to develop case plans that target services to individual criminogenic needs and protective factors. Finally, TCJPD does not have the capacity to fully evaluate department-wide changes such as this. Hiring an external researcher to conduct this evaluation during this project period will enable TCJPD to gauge the effectiveness of its service delivery and make strategic plans for further enhancements.

TCJPD, located in Austin, Texas, serves youth residing in Travis County. The following population is currently served on probation or deferred prosecution by TCJPD (as of 3/31/13):

Race		Gender		Age	
African American	291 (21%)	Male	1021 (74%)	10 to 11	16 (1%)
Hispanic	844 (61%)	Female	359 (26%)	12 to 14	360 (26%)
White	224 (16%)			15 to 16	680 (49%)
Other	21 (2%)			17 and above	324 (23%)

TCJPD’s Chief Juvenile Probation Officer (CJPO) oversees all juvenile probation functions and directly manages a Deputy CJPO of Administrative Services, a Deputy CJPO of Facilities, Community Supervision & Treatment/Counseling, a Financial Manager, and a Staff Attorney. The Deputy CJPOs are responsible for the management of 14 divisions (combined) which are led by a Division Director, to whom a Division Manager reports. All divisions that provide direct care employ Casework Managers or Shift Supervisors who oversee Juvenile Probation Officers, Residential Treatment Officers, or Juvenile Detention Officers. TCJPD has

79 community supervision staff with a staff/probationer ratio of 1:17. Additionally, 187 supervisory staff work with youth within the pre and post adjudication facilities. Further information on key positions, as well as an organizational chart, can be found in the Appendix.

TCJPD and some of its contract service providers currently utilize many evidence-based practices. The Adolescent Community Reinforcement Approach (ACRA), Active Parenting of Teens, Trauma-Focused Cognitive Behavioral Therapy (CBT), and Dialectical Behavior Therapy are listed on the Substance Abuse and Mental Health Services Administration's (SAMHSA's) National Registry of Evidence-Based Programs and Practices (NREPP). Motivational Enhancement Therapy is also listed in this registry, upon which the Prepare Curriculum used by TCJPD is based. Aggression Replacement Training, listed on the Crime Solutions registry, is also used at TCJPD as well as Anger Management and Cannabis Youth Treatment. Promising practices, such as Girls' Circle, and additional research-based, CBT programs are incorporated into TCJPD's programs as well.

TCJPD currently utilizes the Risk and Needs Assessment (RANA) which is created and validated by the Texas Juvenile Justice Department (TJJD). The RANA has been validated for Texas youth, and assesses risk and needs, but not protective factors. It can be tied into a youth's case plan, but does not allow those working with youth to see progress. Additionally, it is not as in-depth as evidence-based tools and is only administered during adjudications and dispositions phase. TCJPD would like to enhance this area by implementing an evidence-based risk and needs assessment tool, such as the Positive Achievement Change Test (PACT) using these grant funds. Using the new tool would improve the utilization of the information that the assessment provides, so that youth can be directed to more appropriate services at each stage of their involvement with TCJPD. The new tool will also allow TCJPD to gain information on a youth's protective factors, which are likely to be as important as risk factors in assessing youth (Rennie and Dolan, 2010).

TCJPD calculates the violation rate as the percent of participants on court ordered probation that violated terms of their court order as well as the percent of participants who failed to comply with their terms of deferred prosecution contract or informal probation rules and were subsequently adjudicated. The violation rate for county fiscal year 2012 (October 2011 through September 2012) is 15% for probation participants and 7% for deferred prosecution participants. For the same period, TCJPD measures the rate at which participants released from supervision are re-referred to TCJPD for a misdemeanor B or higher within one year after discharge from supervision. The baseline recidivism rate for probation participants is 26% and 25% for deferred prosecution participants.

Implementing the new tool will improve the effectiveness and efficiency of the delivery of probationer supervision by using an assessment tool most appropriate for each stage of a youth's involvement; establishing a more consistent reassessment interval; graphically demonstrating strengths and needs; and tracking and identifying domain changes and priorities. It will allow staff, youth, and families to view a youth's progress overtime, and to see their history as well as their real-time progress. The new tool will be efficient; it is web-based,

allowing for accessibility and mobility; it will pre-populate static fields in the assessment, saving time and reducing user error; and it will feed into a youth's case plan. It will not only allow TCJPD to track the progress of youth, but it will show the effectiveness of programs. Through this program, staff will be trained as well; this will enable them to work more effectively with youth and with all processes associated with Juvenile Probation, such as Court Hearings. It will result in a common language across all divisions of the facility. TCJPD anticipates that the effectiveness of this tool will lead to a higher success rate, reduced recidivism, and enhanced data collection and programming.

The cost to deploy a large scale project as this one, implementing a new tool and training all staff members, is not feasible for TCJPD without grant funding. To accomplish this project with local funds, TCJPD would implement in phases, over several years. TCJPD believes that this program will be most effective if all components are implemented simultaneously. Additionally, TCJPD does not have the internal resources and expertise to fully evaluate the impact of such a program; this grant funding will allow for an external researcher to conduct these activities.

Program Design and Implementation

Goal 1: Direct youth to appropriate community services to promote reduced recidivism and improve delivery of supervision strategies and services.

Objective 1.1: Identify members of Smart Path Team within TCJPD and assign responsibilities to each member in the first month of the grant.

Objective 1.2: Identify and implement an evidence-based risk and needs assessment within the first nine months of the grant that will be used for all youth with TCJPD involvement.

Objective 1.3: Enhance community collaboration continuously throughout the project to ensure that youth are matched effectively with services through strategic planning meetings and increased communication.

Objective 1.4: Train staff within the first year of the grant, and follow-up in subsequent years, to ensure that appropriate strategies are being used when working with youth and to ensure that the risk and needs assessment is used with a level of competence.

Goal 1 will address the following overarching goals from the program solicitation:

- Improve supervision strategies that will reduce recidivism;
- Promote and increase collaboration among agencies and officials who work in probation, pretrial, law enforcement, treatment, reentry, and related community correctional fields; and,
- Develop and implement strategies for the identification, supervision, and treatment of "high risk/high needs" probationers that may serve as a model for other agencies throughout the nation.

Goal 2: Measure the effectiveness of assessment tool for appropriate matching to services.

Objective 2.1: Collect data through collaboration between TCJPD's Research Unit and the external researcher during the first two years that the new assessment tool is implemented.

Objective 2.2: Conduct final data analysis through an external researcher in the last 3 months of the grant to determine the effectiveness of the assessment tool.

Objective 2.3: Identify areas of improvement to service delivery, through collaboration with external researcher, during the last month of the grant.

Goal 2 will address the following overarching goals of the program solicitation:

- Objectively assess and/or evaluate the impact of innovative and evidence-based supervision and treatment strategies.
- Demonstrate the use and efficacy of evidence-based practices and principles to improve the delivery of probation supervision strategies and practices.

The Smart Probation program solicitation also mentions the following goal: Develop and implement strategies to identify and enroll uninsured probationers into Medicaid, or other insurance through health exchanges, and to connect them to treatment providers as appropriate. TCJPD currently has a representative from Medicaid at the facility to conduct assessments of youth's insurance needs. All youth that are determined eligible are connected to Medicaid through this program.

TCJPD addresses all of the Mandatory Project Components through this project; there is executive support for this program, it will integrate evidence-based principles, and the baseline recidivism rate for the target population has been documented. Representatives from all divisions are active participants in planning this program. Prior to submission, this grant passed through multiple levels of internal approval, including that of the Deputy Chief Juvenile Probation Officers, Chief Juvenile Probation Officer, and Travis County's County Judge. This program will integrate evidence-based principles through the addition of the evidence-based risk and needs assessment. The new tool will link youth to services department-wide, many of which are evidence-based as referenced in the Statement of the Problem. The baseline recidivism rate is defined as juveniles re-referred to TCJPD within one year of discharge from supervision for an offense of a misdemeanor B or higher. Annually TCJPD calculates recidivism rates and tracks violation rates.

TCJPD will target five areas of the "Allowable Uses of Funds" section. This program will increase the capacity of the local community to help this probation agency improve supervision strategies through more effective matching. Through this program, TCJPD will analyze and implement changes to policies and practices that guide community supervision conditions and revocation procedures through collaboration with an external researcher. TCJPD will develop and promote the integration of probation supervision strategies and tools to facilitate effective reentry and supervision termination. This program will promote the use of evidence-based programs and strategies by service providers that provide treatment, aftercare, reentry services,

and alternatives to incarceration to probationers. Finally, TCJPD will hire an external researcher to evaluate the results of the new strategies and tools tested through this initiative.

The strategies that TCJPD currently uses mirror the steps detailed in *A Ten-Step Guide to Transforming Probation Departments to Reduce Recidivism*. Many of these steps will be enhanced through this program. The first step, Engage and Inform Key Stakeholders, is continuously done at TCJPD. Key members of TCJPD participate in the development of each Community Plan for Coordination of Criminal Justice and Related Activities. Key staff are also active in community organizations. Through this grant, TCJPD will strengthen this area by further developing its relationships with community partners. Strategic grant planning meetings have begun, and will be enhanced through the identification of the Smart Path Team.

The second step listed in the *Ten-Step Guide* is to Review and Evaluate Current Departmental Policies and Procedures. TCJPD constantly reviews its policies to ensure compliance with American Correctional Association, Texas Juvenile Justice Department, and Prison Rape Elimination Act (PREA) standards. This includes updating contracts to reflect changes in policies. Through this grant, TCJPD will formally evaluate some the policies and procedures related to grant activities through the hiring of an external researcher. The third step is related, encouraging facilities to Analyze the Evaluation and Develop a Mechanism for Overseeing Change. The Smart Path Team and the external researcher will determine how the results of the evaluation will drive necessary changes at TCJPD.

The fourth step is to Improve Probationer Screening and Assessment. Through this grant, TCJPD will implement an evidence-based risk and needs assessment, such as the Positive Achievement Change Tool (PACT). This tool has been successfully adopted nationwide, in states such as Florida and California. The PACT is used to identify a youth's overall level of risk to reoffend, criminogenic needs, and strengths. It can help inform case planning, allowing youth to appropriately be directed to probation supervision levels, treatment, and interventions (Judicial Council of California, 2011). It allows facilities to have a common language for information sharing across program areas and between programs (Florida Department of Juvenile Justice, 2009). TCJPD will adopt the PACT or a similar tool for youth in its facilities. The new tool will be used throughout a youth's involvement with TCJPD; this will allow continuity in their care as their progress will be clearly shown through their assessment results. It will also allow TCJPD to assess youth at various stages in their continuum. In conjunction with the screening tools currently used at TCJPD, implementing the new tool will enhance the Department's ability to use risk and needs assessments more effectively. It will also enhance TCJPD's ability to address step five, Align Supervision Plans with Screening and Assessment. The data that can be obtained from and documented by the new tool aligns with the supervision and placement case plans developed for youth.

Sixth in the *Ten-Step Guide* is to Redesign Incentive and Sanctioning Strategies. Currently TCJPD practices include graduated sanction, and there are written policies according the type and level of program intensity. A long-term goal of the Smart Path Team is to review these policies for consistency and effectiveness and reach out to staff, executive management, and

service providers. The seventh step is to Develop Recidivism-Reduction Training. Every aspect of what TCJPD does with youth is to address recidivism. Included in TCJPD's policies is a mandatory Third Friday Training, through which concepts, providers, and resources are brought in to improve probation outcomes. These trainings also allow TCJPD to address the ninth step, Retool the Personnel Evaluation System to Reinforce Agency-Wide Recidivism-Reduction Efforts. The evaluation included in these grant activities will allow TCJPD to enhance this step, as well as the eighth step: Develop and Implement a Process- and Outcome-Accountability System and the tenth step: Review Progress and Set Goals for Continuous Improvement.

This grant will also allow TCJPD to offer Motivational Interviewing and Strengths-Based training to direct care staff. These trainings will promote more effective use of the new assessment tool and enhance the way in which staff navigates Juvenile Probation practices. Staff will receive both initial training and follow-up training to ensure fidelity. Both of these types of training are evidence based. Motivational Interviewing has been proven to be effective at engaging juveniles in needed services (Doran, Hohman, and Koutsenok 2011). Strengths-Based Training allows staff to view the focus on strengths, rather than deficiencies, in youth which leads to increased motivation and cooperation (Clark, 1997).

TCJPD will be using Dr. Mark Stafford, of Texas State University, as an external research partner. Dr. Stafford will provide ongoing analysis, monitoring, and assessment of TCJPD's program. During the first two years that the new assessment tool is implemented, Dr. Stafford will collaborate with TCPJD's Research Unit to collect data. At the end of the data collection phase, Dr. Stafford will conduct an evaluation to determine the effectiveness of the tool in appropriately directing the path of youth involved with TCJPD. He will also assess whether this tool is used with fidelity at TCJPD.

TCJPD anticipates that approximately 1,926 youth under community supervision will receive services if this proposal is funded.

Capabilities and Competencies

Travis County Juvenile Probation Department (TCJPD) has developed a core Smart Path Team consisting of Division Directors who are responsible for the management of this project. This core group will decide which representatives from the Court Services, Probation Services, Residential Services, Special Services, Treatment and Counseling, Assessment Services, IT, Planning and Research, Finance, and Training Units will also participate in the Smart Path Team. TCJPD will be responsible for this project; Maya Duff is the Grant Coordinator. As the Grant Coordinator, she directs and coordinates with staff to ensure progress, compliance, and accountability.

Instruments that will be used to capture data and assess the process of the program include two existing data management systems – Caseworker and Caseworker Plus. These are mature systems and are considered uniform data collection instruments currently used to meet the operational need and generate performance measures. Caseworker is an application developed by the juvenile justice oversight agency Texas Juvenile Justice Department (TJJD) in

1984 and is designed to collect data from the point of intake and continues through detention, court, supervision, and placement. Caseworker Plus, implemented in 2006, is an application developed by TCJPD that allows for flexibility to capture additional data elements based upon the department's needs, to include more detailed placement, program, and detention data; screening instruments and results; and petition and court activity. TCJPD will implement a new risk and needs assessment tool that will be available in a software version which can be accessed and integrated with the Caseworker program. This software and integration has been tested and is currently utilized in other Texas juvenile probation departments. All staff responsible for collecting and entering data into one or more of these secure databases is trained in data entry and will continue to be trained so that the new tool is used with competency.

TCJPD has significant experience in developing plans to support large scale projects and recognizes the need for a significant amount of collaboration and a systematic approach for service delivery, data collection, and evaluation. The Smart Path Team will support the requirements related to this grant and will work closely with the external researcher to ensure we clearly and comprehensively define and document the scope of this project to include implementation monitoring, data quality assurance procedures, preliminary progress reports, as well as the final evaluation of the project. Additionally, this team will assist with addressing the gap in data collection needs. Any identified gaps in data collection will be addressed by enhancing Caseworker Plus.

Performance measures will be generated by the TCJPD Research Unit along with Dr. Stafford, the proposed external researcher hired through this grant. The Research Unit consists of three evaluators whose primary function is to provide standard and ad-hoc statistical reports and ensure the completeness and accuracy of all juvenile case data collected. The evaluators have considerable experience with databases of varying sizes, have received training on all data management systems, and participate in the development of programs to ensure familiarity with the programs' goals, objectives, and processes. These staff will be responsible for assisting the external evaluator in navigating the data and providing de-identified case level data. Another responsibility will be to produce quality assurance reports to allow for review, modification, and corrections prior to generating performance measures and sharing information for the external researcher's evaluative reports. Finally, it should be noted that TCJPD has experience with reporting performance measures for grants and understands the importance of accurate and timely completion.

Dr. Stafford, TCJPD's proposed external researcher, is a Professor of Criminal Justice, Core Doctoral Faculty, and Interim Director of at the School of Criminal Justice of Texas State University. Dr. Stafford has been published in various journals and book chapters. As a prestigious professor for decades, he lectures on topics such as survey research methods, quantitative methods, and juvenile delinquency. He has considerable experience in conducting evaluation research; most recently, he has assisted the Texas Council on Sex Offender Treatment in testing the predictive accuracy of various assessment tools; was the outside evaluator of the Fatherhood Words program for Goodwill Industries of Central Texas; and was the principal

evaluator of the Children's Aftercare Reentry Experience program for delinquency rehabilitation for Texas Juvenile Justice Department.

Impact/Outcomes, Evaluation, and Sustainment, and Plan for Collecting the Data Required for this Solicitation's Performance Measures

Based on the performance measures and evaluative results from the proposed external evaluator, members of the Smart Path Team will examine the effects of the program's initiative by analyzing changes in the outcomes over time. Performance measures results will be used to determine the best solution or adjustment for the operation of the program, collaboration process, and data collection protocols. Gaps identified via the analysis, or any other process, will be evaluated and the needed resources will be addressed. The Smart Path Team will also provide long-term support to ensure the success of this initiative for both the program and youth served.

Goals and objectives, as detailed in the project design section, will be monitored and evaluated during the grant period. The proposed external research will document definitions for all measures; record data sources; create static data sets; and maintain a historical catalog of all results distributed. Effectiveness of the program will be monitored regularly via standardized reports authored by the TCJPD Research Unit and external researcher. For case management purposes, operational reports will be readily available to direct care staff via the software from the new assessment tool. Additionally, aggregated performance measures and the final evaluation will be disseminated to workgroup members and other identified persons. Finally, the performance measures for this program may be compared to program targets to measure progress and impact.

TCJPD has reviewed the performance measures outline within the solicitation and has the ability to capture and report all the required measures. The current data management systems, along with the new software, allows for a massive amount of data to be maintained in various tables according to the service (i.e., referrals, offenses, assessments, supervision, detention, placement, disposition, children, treatment). These tables can be manipulated to achieve each measure listed. Below is a summary of the data that will be collected in Caseworker, Caseworker Plus, and the new tool:

- Date, type, tool/device name, and participant list for each research or evidence-based tools, interventions, training, or tactics deployed (allows for robust reporting)
- Assessment data for every question asked during interview for each youth as well as any results and reports generated from the new tool
- Demographic and service data for every probationers admitted to the program to include data such as supervision type, dates (referred, started, estimated completion and release date), offense (description and offense severity), supervision level/phase, outcome (success, failure to comply, new offense, lack of engagement, absconded, case transfer, death, and other), length of service

- Offense file (offense description, offense severity, arrest date, complaint date, referral date, referring agency, etc.) for all youth receiving services to calculate recidivism and violation rate
- List of any treatment, program, or service activity per youth to include dates, levels, and outcome (success, failure to comply, new offense, lack of engagement, absconded, case transfer, death, and other)
- Disposition activity (adjudication and/or disposition date, disposition) for all referrals for program participants
- Pre and post adjudication facility name, start date, estimated release date, release date, outcome, service type, confinement offense and severity

In addition to the aforementioned data management system, TCJPD will maintain data using other sources to comply with the remaining reporting requirements:

- List of partners to include a description of any evaluation and data activities (Smart Path Team workgroup records)
- Clearly outlined standard operational procedures for completing the risk assessment and training requirements for staff (TCJPD policy and procedures)
- Maintain records of training activity to include dates, training type, training description, duration, participants list, training evaluations, and pre-test and post-test results (TCJPD training database)

This plan will be evaluated by Dr. Mark Stafford of Texas State University. Dr. Stafford will work with TCJPD's Research Unit to collect data during the first two years that the new assessment tool is implemented. At the end of the third year, he will analyze the data to determine the program's effectiveness. TCJPD anticipates that the partnership with Dr. Stafford, along with the community relationships that will be strengthened during this program, will provide long-term support for the program.

The needs identified and progress achieved by TCJPD are used in the creation of the Travis County Community Plan for Coordination of Criminal Justice and Related Activities which outlines community goals that will enhance public safety and the lives of those served. This plan is developed collaboratively with other Travis County agencies, local school districts, and non-profit agencies. TCJPD's financial need to sustain the services at the targeted capacity will be minimized significantly at the conclusion of the grant and continued funding may be obtained via local funds. TCJPD expects that the long-term results of this program are improved probation outcomes, reduced recidivism, more appropriate matching to services for youth, and direct care staff with enhanced communication and interview skills. Successes and challenges from this program may be modeled to other Texas juvenile probation departments.

Project Abstract



Part 1: Please identify the applicant point of contact (POC)

Applicant POC	
Organization Name	Travis County Juvenile Probation Department
POC Name	Estela P. Medina
Phone Number	512-854-7000
Email Address	estela.medina@co.travis.tx.us
Mailing Address	2515 South Congress Avenue Austin, TX 78704

Part 2: Please identify the application

Application Information	
Solicitation Name	Smart Probation: Reducing Prison Populations, Saving Money, and Creating Safer Communities FY 2013 Competitive Grant Announcement
Project Title	Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Needs
Proposed Start Date	10/1/2013
Proposed End Date	9/30/2014
Funding Amount Requested	\$644,987

Part 3: Please identify the project location and applicant type

Project Location and Applicant Type	
Project Location (City, State)	Austin, Tx
Applicant Type (Tribal Nation, State, County, City, Nonprofit, Other)	County



U.S. Department of Justice
Office of Justice Programs

Save **Print**

Part 4: Please provide a project abstract

Enter additional project abstract information. Unless otherwise specified in the solicitation, this information includes:

- Brief description of the problem to be addressed and target area and population
- Project goals and objectives
- Brief statement of project strategy or overall program
- Description of any significant partnerships
- Anticipated outcomes and major deliverables

Text should be single spaced; do not exceed 400 words.

Project Abstract
<p>Travis County Juvenile Probation Department (TCJPD) will implement the Positive Change Achievement Tool (PACT), an evidence-based risk and needs assessment through this grant. Motivational Interviewing Training and Strengths Based Training is included for staff; both are evidence-based trainings that will enhance the staffs' ability to work with youth. Dr. Mark Stafford of Texas State University will evaluate this program.</p> <p>TCJPD will target five areas of the "Allowable Uses of Funds" section. It will increase the capacity of the local community to help this probation agency improve supervision strategies through more effective matching; analyze and implement changes to policies and practices that guide community supervision conditions and revocation procedures through collaboration with an external researcher; develop and promote the integration of probation supervision strategies and tools to facilitate effective reentry; promote the use of evidence-based programs and strategies by service providers that provide treatment, aftercare, reentry services, and alternatives to incarceration to probationers; and hire an external researcher to evaluate the results of the new strategies and tools tested through this initiative. TCJPD addresses all three Mandatory Project Components as well as the Priority Project Component.</p> <p>The overall anticipated outcome of this program is improvements to probation outcomes.</p> <p>Goal 1: Direct youth to community services to improve delivery of supervision strategies and services.</p> <ul style="list-style-type: none">• Objective 1.1: Identify members of Smart Probation Team within TCJPD and assign responsibilities to each member.• Objective 1.2: Identify and implement an evidence-based risk and needs assessment within the first nine months of the grant.• Objective 1.3: Enhance community collaboration continuously throughout the project..• Objective 1.4: Train staff. <p>Goal 2: Measure the effectiveness of assessment tool.</p> <ul style="list-style-type: none">• Objective 2.1: Collect data.• Objective 2.2: Conduct data analysis.• Objective 2.3: Identify areas of improvement. <p>TCJPD anticipates serving 1,926 youth through this project; expected demographics are 24% African American, 59% Hispanic, 16% White, and 1% Other, with 74% male and 26% female. Currently, the Risk and Needs Assessment (RANA) is used at TCJPD. The RANA is validated by the Texas Juvenile Justice Department (TJJD). The baseline recidivism rate is defined as juveniles re-referred to TCJPD within one year of discharge from supervision for an offense of a Misdemeanor B or higher.</p>



Part 5: Please indicate whether OJP has permission to share the project abstract

If the applicant is willing for the Office of Justice Programs (OJP), in its discretion, to make the information in the project abstract above publicly available, please complete the consent section below. Please note, the applicant's decision whether to grant OJP permission to publicly release this information will not affect OJP's funding decisions. Also, if the application is not funded, granting permission will not guarantee that information will be shared, nor will it guarantee funding from any other source.

Permission not granted

Permission granted (Fill in authorized official consent below.)

On behalf of the applicant named above, I consent to the information in the project abstract above (including contact information) being made public, at the discretion of OJP consistent with applicable policies. I certify that I have the authority to provide this consent.

Authorized Official (AO) Consent	
Signature	Date
AO Name	Samuel T. Biscoe
Title	County Judge
Organization Name	Travis County
Phone Number	512-854-9555
Email Address	sam.biscoe@co.travis.tx.us

Note: This document is to be submitted as a separate attachment with a file name that contains the words "Project Abstract."



Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Position 1, each position entry limited to one line		
Position 2		
Position 3		
Position 4		
Position 5		
Position 6		
SUB-TOTAL		\$0.00

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Computation	Cost
Fringe benefit 1, each benefit entry is limited to one line		
Fringe benefit 2		
Fringe benefit 3		
Fringe benefit 4		
Fringe benefit 5		
SUB-TOTAL		\$0.00
Total Personnel & Fringe Benefits		\$0.00

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
3 Staff, Two required meetings	Washington DC	Air Fare	Round Trip \$1,500/per 6 per	\$9,000.00
3 Staff, Two required meetings	Washington DC	Hotel	6 Rooms Standard Governm	\$9,362.00
3 Staff, Two required meetings	Washington DC	Meals	Per diem 6 persons, 6 days	\$1,800.00
3 Staff, Two required meetings	Washington DC	Transfers	6 round trip transfers from ai	\$1,200.00
3 Staff, Two required meetings	Washington DC	Seminar Fees	2 seminars 3 staff \$400ea	\$2,400.00
Travel entry 6				
Travel entry 7				
TOTAL				\$23,762.00

D. Equipment - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
Positive Achievement Change Tool (PACT)	150 Users license	\$180,343.00
Maintenance contract	\$46,069/yr. 2 yrs.	\$92,138.00
Positive Achievement Change Tool (PACT) Training	Training/year \$18,150 3 yrs.	\$54,450.00
Server & Service Contract	Server \$8,000 3 yr. service contract. \$750	\$8,750.00
equipment entry 5		
TOTAL		\$335,681.00

E. Supplies - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Laptop Computer Air Cards	75 Wireless Air cards	\$8,250.00
Wireless Service	75 Wireless service accounts for 36 Months	\$35,450.00
Activation Fee for Aircards	75 Activation fees	\$3,750.00
supply item 4		
supply item 5		
supply item 6		
supply item 7		
supply item 8		
supply item 9		
TOTAL		\$47,450.00

F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
four lines per entry, use boxes below or an additional page for more space if required		
TOTAL		\$0.00

G. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Cost
Dr. Mark Stafford	Perform evaluate and measure the effectiveness of the PACT Assessment Platform and provide us with identified	5K/Yr. 3 yrs	\$15,000.00
HBRT Institute	Will provide Motivational Interviewing (MI) training for TCJPD staff . Training for up to 40 participants. Will Provide Coaching	MI \$17,595/Yr. 3 yrs. G	\$80,385.00
Center for Strengths-Based Strategies	Funds are budgeted to provide strengths-based training to staff	\$8,800/yr. 3 yrs	\$26,400.00
Supply item 1, one line per entry			
Subtotal			\$121,785.00

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
Consultant expense entry 1, one line per	maximum of three lines		
	maximum of three lines		
Consultant expense entry 1, one line per	maximum of three lines		
Subtotal			\$0.00

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost	
maximum of four lines, additional information should be attached on a separate sheet(s)		
maximum of four lines		
Subtotal		\$0.00
TOTAL		\$121,785.00

H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
four lines per entry, use boxes below or an additional page for more space if required		
TOTAL		\$0.00

I. Indirect Costs - Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
Indirect Cost Rate	22% of total direct cost	\$116,309.00
TOTAL		\$116,309.00

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$23,762.00
D. Equipment	\$335,681.00
E. Supplies	\$47,450.00
F. Construction	\$0.00
G. Consultants/Contracts	\$121,785.00
H. Other	\$0.00
Total Direct Costs	\$528,678.00
I. Indirect Costs	\$116,309.00
TOTAL PROJECT COSTS	\$644,987.00
Federal Request	_____
Non-Federal Amount	_____

**Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Needs
Budget Justification**

C. Travel

Travel for 3 staff members to 2 National Meetings in Washington DC is budgeted, as required in the program solicitation. Travel will occur in Year 2 and Year 3 of the grant. Total travel Costs include Airfare, Hotel, Meals, Transfers, & Seminar Fees. Year 3 costs are adjusted for an anticipated increase in the cost of living.

\$23,762

D. Equipment

Funds are budgeted for a Departmental Approved Dell Power Edge R720 with Intel Xenon E5-2620 2.00GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W, Max Mem. 1333MHz, windows server 2008 operating system. The server will house the PACT Assessment Tool Platform and also will hold the data collected throughout the grant. \$8,000 is budgeted for the server and \$750 is budgeted for the server service contract.

\$8,750

Funds are budgeted to purchase the Positive Achievement Change Tool (PACT). Noble Software provided an estimate to TCJPD, and will be considered as a potential vendor for this tool.

PACT Assessment Platform, 150 Users license includes maintenance contract for the first year –
\$180,343

Maintenance contract for Assessment Platform is \$46,069 per year. This contract will be required for Years 2 and 3. Total:

\$92,138

PACT Assessment Platform Training, 1 training/year at \$18,150. We are requesting training once a year for three years. Total:

\$54,450

Total Equipment: \$335,681

E. Supplies

Air Cards with Wireless service - Departmental approved laptop computer wireless card adapters will be purchased to allow users to remotely access the Assessment Platform from any location across their assigned territory. 25 adapters will be purchased in Year 2, 50 adapters will be purchased in Year 3. Total cost for the adapters:

\$8,250

Wireless service charges are \$38/month per adapter with a \$50 activation fee. Total Wireless Service costs:

\$39,200

Total Supplies: \$47,450

G. Consultants

Dr. Mark Stafford of Texas State University will be providing consulting services. He will perform evaluate and measure the effectiveness of the PACT Assessment Platform and provide us with identified areas of improvement to service delivery. His services are \$5,000/yr for 3 yrs. Total:

\$15,000

Funds are budgeted to provide strengths-based training to staff. The trainer will specialize in the application of this approach with court-mandated client and conduct one training session/yr. for three years. An estimate was provided from the Center for Strengths-Based Strategies, which is one of the vendors that will be considered to provide this service. Total:

\$26,400

An organization, such as the HBRT Institute will provide Motivational Interviewing (MI) training for TCJPD staff. Training for up to 40 participants will be held once a year for each year of the grant. Total:

\$52,785

Coaching for up to 20 participants will be required in year 2 and year 3 of the grant. Total:

\$27,600

Total Consultants: \$121,785

I. Indirect Costs

Indirect Cost rate of 22% is applied to total direct cost.

\$116,309

<u>Goal</u>	<u>Objective</u>	<u>Activities</u>	<u>Expected Completion</u>	<u>Responsible Party</u>
Direct youth to appropriate community services to promote reduced recidivism and improve delivery of supervision strategies and services.	Identify members of Smart Probation Team within TCJPD and assign responsibilities to each member in the first month of the grant.	1.) Hold Strategic Grant Planning Meetings. 2.) Select appropriate members of the Smart Probation Team from each division that is involved 3.) Assign responsibilities to each member (i.e. reporting, community engagement, etc.)	October 31, 2013 (At the end of Month 1)	TCJPD's Executive Team, Grant Coordinator
	Identify and implement an evidence-based risk and needs assessment within the first nine months of the grant that will be used for all youth with TCJPD involvement.	1.) Identify risk and needs assessment tool. 2.) Follow TCJPD Procurement Processes for purchasing the tool. 3.) Work with TCJPD IT Unit to implement the tool	June 30, 2014 (At the end of Month 9)	Smart Probation Team, IT
	Enhance community collaboration continuously throughout the project to ensure that youth are matched effectively with services through strategic planning meetings and increased communication.	1.) Increase communication with community partners to educate them about changes at TCJPD and their role in adopting these changes. 2.) Hold strategic planning meetings with community partners to ensure that services for youth will be enhanced through the use of the risk and needs assessment tool.	Ongoing	Smart Probation Team
	Train staff within the first year of the grant to ensure that appropriate strategies are being used when working with youth and to ensure that the risk and needs assessment is used with a level of competence.	1.) Identify Motivational Interviewing and Strengths-Based Trainers 2.) Organize department-wide trainings for staff 3.) Follow up trainings with refresher courses each year.	Initial Trainings: September 30, 2014 (end of Year 1). Follow-Up Services: Ongoing	Smart Probation Team, Training Unit
Measure the effectiveness of assessment tool for appropriate matching to services.	Collect data through collaboration between TCJPD's Research Unit and the external researcher during the first two years that the new assessment tool is implemented.	1.) Identify methods of data collection 2.) Regularly collect appropriate data to prepare for evaluation.	June 30, 2016 (at the end of Month 33)	External Evaluator, Research Unit

	Conduct data analysis through an external researcher in the last 3 months of the grant to determine the effectiveness of the assessment tool.	External evaluation by Dr. Stafford.	September 30, 2016 (At the end of Year 3)	External Evaluator, Research Unit
	Identify areas of improvement to service delivery, through collaboration with external researcher, during the last month of the grant.	1.) Hold Strategic Planning Meeting between Smart Probation Team and Dr. Stafford to identify areas of improvement to service delivery.	September 30, 2016 (At the end of Year 3)	External Evaluator, Smart Probation Team

TEXAS  STATE
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The rising STAR of Texas

April 10, 2013

Estela P. Medina, Chief Juvenile Probation Officer
Travis County Juvenile Probation Department
2515 South Congress Ave.
Austin, TX 78704

Dear Ms. Medina:

I am pleased to offer my support for Travis County Juvenile Probation Department's (TCJPD's) application for funding from the Department of Justice's *Smart Probation: Reducing Prison Populations, Saving Money, and Creating Safer Communities* program.

I received a B.A degree in sociology from Southern Methodist University in 1971 and M.A. and Ph.D. degrees in sociology from the University of Arizona in 1974 and 1979. I have held faculty positions at the University of Texas at Austin and Washington State University, and I am currently a Professor and Interim Director of the School of Criminal Justice at Texas State University. I have considerable experience in evaluation research. Most recently, I assisted the Texas Council on Sex Offender Treatment in testing the predictive accuracy of various assessment tools. I also assisted the Council in drafting a proposed rule for the de-registration of a limited number of registered sex offenders. From 2007-2011, I was the outside evaluator of the Fatherhood Works program for Goodwill Industries of Central Texas, and from 2011 to the present, I have been the principal evaluator of the CARE (Children's Aftercare Reentry Experience) program for delinquency rehabilitation for the Texas Department of Juvenile Justice.

TCJPD's proposal to implement an evidence-based risk and needs assessment, provide training to staff, and evaluate their success is a promising strategy that can provide a solid foundation for enhancing services and positively impacting outcomes for years to come. If funded, I will serve as the external researcher for this project at a rate of \$5,000 per year. I will assist with the problem description and definition; participate in solution development; provide ongoing data collection and analysis, monitoring, and assessment of the solution impact. I also will prepare a final report that thoroughly discusses the efforts and assesses the results of the project. I will work with TCJPD's research unit when necessary to obtain the information needed to complete my duties. I am excited about this opportunity, and I wish TCJPD the best of luck with their funding search.

Sincerely,



Mark Stafford, Ph.D.
Professor and Interim Director
School of Criminal Justice
Texas State University

SCHOOL OF CRIMINAL JUSTICE

601 UNIVERSITY DRIVE | SAN MARCOS, TEXAS 78666-4684 | phone 512.245.2174 | fax 512.245.8063 | www.cj.txstate.edu

Texas State University-San Marcos, founded in 1899, is a member of The Texas State University System.

TCJPD will be using Dr. Mark Stafford, of Texas State University, as an external research partner. Dr. Stafford will provide ongoing analysis, monitoring, and assessment of TCJPD's program. During the first two years that the PACT assessment is implemented, Dr. Stafford will collaborate with TCPJD's Research Unit to collect data. At the end of the data collection phase, Dr. Stafford will conduct an evaluation to determine the effectiveness of the PACT in appropriately directing the path of youth involved with TCJPD. He will also assess whether this tool is used with fidelity at TCJPD.

Dr. Stafford is a Professor of Criminal Justice, Core Doctoral Faculty, and Interim Director of at the School of Criminal Justice of Texas State University. Dr. Stafford has considerable experience with evaluation research; most recently, he has assisted the Texas Council on Sex Offender Treatment in testing the predictive accuracy of various assessment tools; was the outside evaluator of the Fatherhood Words program for Goodwill Industries of Central Texas; and was the principal evaluator of the Children's Aftercare Reentry Experience program for delinquency rehabilitation at for the Texas Juvenile Justice Department.

03/2013

CURRICULUM VITAE
Mark C. Stafford

ADDRESS

Office: Department of Criminal Justice
Texas State University
601 University Drive
Hines Academic Center 108
San Marcos, Texas 78666-4616
Phone: (512) 245-5410

Home: 6113 Sierra Leon
Austin, Texas 78759-3993
Phone: (512) 335-9172

PERSONAL DATA

Birthplace: Big Spring, Texas

EDUCATION

B.A.: 1971 Southern Methodist University, Dallas, Texas
M.A.: 1974 University of Arizona, Tucson, Arizona
Ph.D.: 1979 University of Arizona, Tucson, Arizona

PROFESSIONAL POSITIONS

2012- present	Interim Director, School of Criminal Justice, Texas State University
2009-2012	Doctoral Program Director, Department of Criminal Justice, Texas State University
2009- present	Core Doctoral Faculty, Department of Criminal Justice, Texas State University
2008- present	Professor of Criminal Justice, Texas State University
2006-2008	Faculty Undergraduate Adviser, Department of Sociology, The University of Texas at Austin

PROFESSIONAL POSITIONS (continued)

- 2006 IEAT-FORD Chair of Criminality, Violence, and Public Policy - Ford Foundation, Institute of Interdisciplinary Advanced Studies at Federal University of Minas Gerais, Belo Horizonte, Brazil
- 2005-2006 Associate Chair, Department of Sociology, The University of Texas at Austin
1996-2000
- 2004 Graduate Adviser, Department of Sociology, The University of Texas at Austin
1997-2000
- 1997-2003 Director, Shaw-Cotera Consortium on Youth Violence, The University of Texas at Austin
- 1996-2008 Faculty Research Associate, Center for Criminology and Criminal Justice Research, The University of Texas at Austin
- 1995-2002 Faculty Research Associate, Population Research Center, The University of Texas at Austin
- 1995-2008 Professor of Sociology, The University of Texas at Austin
- 1995 Professor of Sociology, Washington State University
- 1995 Rural Sociologist, Washington State University
- 1994-95 Graduate Faculty in Criminal Justice, Washington State University
- 1993-94 Visiting Scholar, Center for the Study and Prevention of Violence, Institute of Behavioral Science, University of Colorado at Boulder
- 1989-95 Associate Rural Sociologist, Washington State University
- 1988-90 Director of Graduate Studies, Department of Sociology, Washington State University
- 1986-87 Fellow, Center for Advanced Study in the Behavioral Sciences, Stanford, California
- 1986-95 Associate Professor of Sociology, Washington State University
- 1982 Summer Scholar, Center for Advanced Study in the Behavioral Sciences, Stanford, California

PROFESSIONAL POSITIONS (continued)

- 1980-86 Assistant Professor of Sociology, Washington State University, Elected to Graduate Faculty in 1983
- 1977-80 Instructor of Sociology, The University of Texas at Austin

OTHER PROFESSIONAL ACTIVITIES

- 2013 Member of Program Committee for annual meetings of Academy of Criminal Justice Sciences, Dallas
- 2012-2013 Chair of Awards Committee, Academy of Criminal Justice Sciences
- 2011 Member of the Fellows Award Subcommittee, Academy of Criminal Justice Sciences
- 2010 Member of Outstanding Book Award Committee, Academy of Criminal Justice Sciences
- 2007-2011 Consultant, Goodwill Industries of Central Texas
- 2005-2011 Consultant, Texas Council on Sex Offender Treatment
- 2008 Featured Expert on "Juvenile Justice System" for *History of American Criminal Justice*, distributed by Promedion Productions
- 2004, 2008, 2011 Evaluator of Fellowship Nominees for Center for Advanced Study in the Behavioral Sciences, Stanford, California
- 2002 Review Panel, Risk, Prevention, and Health Behavior Integrated Review Group, SRA for RPHB-4 Study Section, Center for Scientific Review, National Institutes of Health
- 2000-01 Consultant, Texas Department of Health
- 1998-03 American Statistical Association Committee on Law and Justice Statistics
- 1998 Organizer, Shaw-Cotera Workshop on Youth Violence, The University of Texas at Austin
- 1996-97 Area Chair for 1997 American Society of Criminology annual meetings, San Diego
- 1991-97 Associate Editor, *Criminology*

OTHER PROFESSIONAL ACTIVITIES (continued)

- 1991 Consultant, Centers for Disease Control, Department of Health and Human Services
- 1989 Consultant, Spokane Public Schools, Spokane, Washington
- 1987-89 Consulting editor, *American Journal of Sociology*
- 1986-90 Committee on Certification in Law and Social Control for American Sociological Association
- 1985 Consultant, Internal Revenue Service, Washington, D.C.
- 1981, 92 Ad hoc reviewer for National Science Foundation
- 1975-77 Consultant, Cochise County Juvenile Court, Bisbee, Arizona

GRANTS, HONORS, AND AWARDS

- 2011-2013 Texas Juvenile Justice Department – Evaluation of the Effectiveness of C.A.R.E. (\$27,000)
- 2012 Dean’s Nominee for the Presidential Award for Excellence in Service, College of Applied Arts, Texas State University
- 2011 Dean’s Nominee for the Presidential Award for Excellence in Service, College of Applied Arts, Texas State University
- 2010 Named Professorship Held by Dan Mears at Florida State University (“Mark C. Stafford Professor of Criminology”)
- 2010 Chapter about my contributions to deterrence theory written by Kirk R. Williams in *Encyclopedia of Criminological Theory*, Francis T. Cullen and Pamela Wilcox (eds.), Thousand Oaks: Sage.
- 2010 Dean’s Nominee for the Presidential Award for Excellence in Service, College of Applied Arts, Texas State University
- 2009-2010 Texas State University Research Enhancement Program – Distinguishing Child Sexual Abusers From Non-Abusers: A Comparison of 100 Known Abusers and 100 College Students (\$6,250) (with Donna Vandiver)
- 2003-04 Research Support (\$1,000) from Rapoport-King Scholarship (with Alyn Turner)

GRANTS, HONORS, AND AWARDS (continued)

- 2003 Nominated as Outstanding Faculty Member-1st Order of Omega and Gamma Sigma Alpha
- 2002 Nominated for the Friar Centennial Teaching Fellowship, The University of Texas at Austin
- 2001 National Science Foundation (\$7,500) (with Danielle Toussaint)
- 2000 National Institute of Justice (\$13,450) (with Sarah Goodrum)
- 1998-05 American Statistical Association (\$68,000) (to create and maintain American Statistical Association's Guide to Abstracts and Bibliographies on Crime and Criminal Justice)
- 1998 Ford Foundation Social Science Concepts in Area Studies (\$3,000) (with Corinne Davis)
- 1992 Nominated by President Smith of Washington State University for a George A and Eliza Gardner Howard Foundation Fellowship
- 1989-90 Washington State University Alcoholism and Drug Abuse Program –Alcohol, Sanctions, and Risk-taking (\$13,000)
- 1986-87 Financial Support from John D. and Catherine T. MacArthur Foundation for Fellowship at the Center for Advanced Study in the Behavioral Sciences
- 1983 Washington State University Grant-in-Aid – Deterrence Questions: An Experimental Test (\$6,700)
- 1974-77 Research Assistantship - N.I.M.H. Training Program in Deviant Behavior, Criminology, and Law, University of Arizona

CURRENT RESEARCH

Crime and delinquency in Brazil
Public attitudes about sex offenders

BOOKS

LaMar T. Empey, Mark C. Stafford, and Carter H. Hay
1999 *American Delinquency: Its Meaning and Construction (fourth edition)*.
Belmont, California: Wadsworth.

BOOKS (continued)

LaMar T. Empey and Mark C. Stafford
1991 *American Delinquency: Its Meaning and Construction (third edition)*.
Belmont, California: Wadsworth.

ARTICLES AND CHAPTERS (*denotes refereed publication)

Mark C. Stafford
Forth- "Deterrence Theory," in *International Encyclopedia of the Social and Behavioral
coming Sciences*, second edition, James D. Wright (ed.), Oxford: Elsevier.

Mark C. Stafford
2011 "Deterrence Theory," in *The Concise Encyclopedia of Sociology*, George Ritzer and J.
Michael Ryan (eds.), Oxford: Blackwell.

Mark C. Stafford and Elyshia Aseltine
2010 "Jack P. Gibbs: Deterrence Theory," in *Encyclopedia of Criminological Theory*,
Francis T. Cullen and Pamela Wilcox (eds.), Thousand Oaks: Sage.

Mark C. Stafford
2010 "Kirk R. Williams and Richard Hawkins: Deterrence Theory and Non-Legal
Sanctions," in *Encyclopedia of Criminological Theory*, Francis T. Cullen and Pamela
Wilcox (eds.), Thousand Oaks: Sage.

Mark C. Stafford
2010 "Causation in Criminological Theories and Research," Federal University of Minas
Gerais Press.

Mark C. Stafford and Gini R. Deibert
2006 "Deterrence Theory," in *Encyclopedia of Sociology*, George Ritzer (ed.), New York:
Blackwell.

*David A. Ward, Mark C. Stafford, and Louis N. Gray
2006 "Rational Choice, Deterrence, and Theoretical Integration," *Journal of Applied Social
Psychology*, Vol. 36 (March): 571-85.

Reprinted in *Recent Developments in Criminal Theory*, Stuart Henry and Scott A. Lukas
(eds.), Farnham, Surrey, UK: Ashgate Publishing (2009).

Mark C. Stafford
2004 "Juvenile Delinquency: An International Perspective," in *Handbook of International
Social Problems*, George Ritzer (ed.), Beverly Hills: Sage Publications.

ARTICLES AND CHAPTERS (*denotes refereed publication) (continued)

*Sarah D. Goodrum and Mark C. Stafford

2003 "The Management of Emotions in the Criminal Justice System," *Sociological Focus*, Vol. 36 (August): 179-96.

Mark C. Stafford

2002 "Juvenile Delinquency," in *Child Development*, Neil J. Salkind (ed.), New York: Macmillan.

*Daniel P. Mears and Mark C. Stafford

2002 "Central Analytical Issues in the Generation of Cumulative Sociological Knowledge," *Sociological Focus*, Vol. 35 (February): 5-24.

Carter H. Hay and Mark C. Stafford

2002 "Rehabilitation in America: The Philosophy and Methods, From Past to Present," in *Punishing Juveniles: Principle and Critique*, Antony Duff and Ido Weijers (eds.), Oxford: Hart Publishing.

Mark C. Stafford and Tracey L. Kyckelhahn

2002 "Comparative Juvenile Justice: United States," in *Comparative Juvenile Justice (second edition)*, John A. Winterdyk (ed.), Toronto: Canadian Scholars' Press, Inc.

*David A. Ward, Mark C. Stafford, and Louis N. Gray

2001 "Choice Models of Deterrence: Another Look," *Journal of Applied Social Psychology*, Vol. 31 (November): 2292-300.

Mark C. Stafford and Sarah D. Goodrum

2001 "Deterrence Theory," in *International Encyclopedia of the Social and Behavioral Sciences*, Neil J. Smelser and Paul B. Baltes (eds.), London: Elsevier.

Mark C. Stafford and Sarah D. Goodrum

2000 "Concept of Deterrence," in *Encyclopedia of Criminology and Deviant Behavior: Volume One, Historical, Conceptual, and Theoretical Issues*, Peter Adler et al. (eds.), London: Taylor & Francis.

Marla C. Craig and Mark C. Stafford

1997 "Comparative Juvenile Justice: United States," in *Comparative Juvenile Justice*, John A. Winterdyk (ed.), Toronto: Canadian Scholars' Press, Inc.

Mark C. Stafford

1995 "Children's Legal Rights in the U.S.," *Marriage and Family Review*, Vol. 21 (Nos. 3/4): 121-40.

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*David A. Ward, Mark C. Stafford, Louis N. Gray, and Ben A. Menke

1994 "Deterrence, Opportunity, and Choice," *Journal of Applied Social Psychology*, Vol. 24 (October): 1777-93.

Mark C. Stafford

1994 "Juvenile Delinquency," in *Primis Introduction to Social Problems*, Craig Calhoun and George Ritzer (eds.), New York: McGraw-Hill.

*Irving Tallman, Robert K. Leik, Louis N. Gray, and Mark C. Stafford

1993 "A Theory of Problem-Solving Behavior," *Social Psychology Quarterly*, Vol. 56 (September): 157-77.

*Mark C. Stafford and Mark Warr

1993 "A Reconceptualization of General and Specific Deterrence," *Journal of Research in Crime and Delinquency*, Vol. 30 (May): 123-35.

Reprinted in *Boundaries: Readings in Deviance, Crime and Criminal Justice*, Bradley R.E. Wright and Ralph B. McNeal, Jr. (eds.), Boston: Pearson Custom Publishing (2004-2010).

Reprinted in *Criminological Theory, Past to Present: Essential Readings*, Francis T. Cullen and Robert Agnew (eds.), Los Angeles: Roxbury (2003, 2006, and 2010).

Reprinted in *Contemporary Criminological Theory*, Larry Siegel and Peter Cordella (eds.), Boston: Northeastern University Press (1996).

Mark C. Stafford and Jack P. Gibbs

1993 "A Theory About Disputes and the Efficacy of Control," in *Aggression and Violence: Social Interactionist Perspectives*, Richard B. Felson and James T. Tedeschi (eds.), Washington, D.C.: American Psychological Association.

*Charles R. Tittle and Mark C. Stafford

1992 "Urban Theory, Urbanism, and Suburban Residence," *Social Forces*, Vol. 70 (March): 725-44.

*Louis N. Gray, Mark C. Stafford, and Irving Tallman

1991 "Rewards and Punishments in Complex Human Choices," *Social Psychology Quarterly*, Vol. 54 (December): 318-29.

ARTICLES AND CHAPTERS (*denotes refereed publication) (continued)

*Mark Warr and Mark C. Stafford

1991 "The Influence of Delinquent Peers: What They Think Or What They Do?"
Criminology, Vol. 29 (November): 851-66.

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*Terance D. Miethe, Mark C. Stafford, and Douglas Sloane

1990 "Lifestyle Changes and Risks of Criminal Victimization," *Journal of Quantitative Criminology*, Vol. 6 (December): 357-76.

*Mark C. Stafford, Walter T. Martin, and Jack P. Gibbs

1990 "Marital Status and Suicide: Within-Column Tests of the Status Integration Theory,"
Family Perspective, Vol. 24 (No. 1): 15-31.

*Mark C. Stafford and Ralph A. Weisheit

1988 "Changing Age Pattern of U.S. Male and Female Suicide Rates, 1934-1983," *Suicide and Life-Threatening Behavior*, Vol. 18 (Summer): 149-63.

*Mark C. Stafford and Jack P. Gibbs

1988 "Change in the Relation Between Marital Integration and Suicide Rates," *Social Forces*, Vol. 66 (June): 1060-79.

*Louis N. Gray and Mark C. Stafford

1988 "On Choice Behavior in Individual and Social Situations," *Social Psychology Quarterly*, Vol. 51 (March): 58-65.

*Terance D. Miethe, Mark C. Stafford, and J. Scott Long

1987 "Social Differentiation in Criminal Victimization: A Test of Routine Activities/Lifestyle Theories," *American Sociological Review*, Vol. 52 (April): 184-94 -
Also see Errata in *American Sociological Review*, Vol. 52 (October, 1987).

*Mark C. Stafford, Louis N. Gray, Ben A. Menke, and David A. Ward

1986 "Modeling the Deterrent Effects of Punishment," *Social Psychology Quarterly*, Vol. 49 (December): 338-47.

*David A. Ward, Ben A. Menke, Louis N. Gray, and Mark C. Stafford

1986 "Sanctions, Modeling, and Deviant Behavior," *Journal of Criminal Justice*, Vol. 14 (No. 6): 501-8.

ARTICLES AND CHAPTERS (*denotes refereed publication) (continued)

Mark C. Stafford and Richard R. Scott

1986 "Stigma, Deviance, and Social Control: Some Conceptual Issues," in *The Dilemma of Difference: A Multidisciplinary View of Stigma*, Stephen C. Ainsley et al. (eds.), New York: Plenum.

*Mark C. Stafford and Mark Warr

1985 "Public Perceptions of Social Problems: Some Propositions and a Test," *Journal of Applied Behavioral Science*, Vol. 21 (August): 307-16.

*Louis N. Gray, David A. Ward, Mark C. Stafford, and Ben A. Menke

1985 "Observational and Experiential Effects in Probability Learning: The Case of a Deviant Behavior," *Social Psychology Quarterly*, Vol. 48 (March): 78-85.

*Mark C. Stafford and Jack P. Gibbs

1985 "A Major Problem With the Theory of Status Integration and Suicide," *Social Forces*, Vol. 63 (March): 643-60.

Mark C. Stafford

1984 "Gang Delinquency," in *Major Forms of Crime*, Robert F. Meier (ed.), Beverly Hills: Sage Publications.

*Maynard L. Erickson, Mark C. Stafford, and James M. Galliher

1984 "The Normative Erosion Hypothesis: The Latent Consequences of Juvenile Justice Practices," *Sociological Quarterly*, Vol. 25 (Summer): 373-84.

*Mark C. Stafford and Omer R. Galle

1984 "Victimization Rates, Exposure to Risk, and Fear of Crime," *Criminology*, Vol. 22 (May): 173-85.

*Mark Warr and Mark C. Stafford

1984 "Public Goals of Punishment and Support for the Death Penalty," *Journal of Research in Crime and Delinquency*, Vol. 21 (May): 95-111.

*Mark Warr and Mark C. Stafford

1983 "Fear of Victimization: A Look at the Proximate Causes," *Social Forces*, Vol. 61 (June): 1033-43.

Reprinted in *Essays and Readings in Criminology*, Robert D. Crutchfield et al. (eds.), Thousand Oaks: Pine Forge Press (1996).

ARTICLES AND CHAPTERS (*denotes refereed publication) (continued)

*Mark C. Stafford and Sheldon Ekland-Olson

1982 "On Social Learning and Deviant Behavior: A Reappraisal of the Findings" (A Comment on Akers et al.), *American Sociological Review*, Vol. 47 (February): 167-69.

*Mark C. Stafford and Jack P. Gibbs

1980 "Crime Rates in an Ecological Context: Extension of a Proposition," *Social Science Quarterly*, Vol. 61 (December): 653-65.

INVITED PAPERS AND TALKS

Mark C. Stafford

2011 "Some Hows, Whys, and So Whats of Peers and Juvenile Crime," invited talk at Texas Juvenile Justice Summit, Texas Juvenile Probation Commission, Austin

Mark C. Stafford

2011 "Some Hows, Whys, and So Whats of Peers and Juvenile Crime," invited talk at annual conference of Juvenile Justice Association of Texas, Austin

Mark C. Stafford

2011 "Sex Offending," invited talk at regional conference of Lambda Alpha Epsilon, San Marcos, 2011

Mark C. Stafford

2006 "Causation in Criminological Theories and Research," invited paper at Federal University of Minas Gerais, Belo Horizonte, Brazil

Mark C. Stafford

2006 "The Rationality of Violence," invited talk at Health/Medical School Seminar at Federal University of Minas Gerais, Belo Horizonte, Brazil

Mark C. Stafford

2006 "U.S. Public Policies to Combat Sexual Violence," invited talk at NEMPEM seminar at Federal University of Minas Gerais, Belo Horizonte, Brazil

Mark C. Stafford

2006 "Integration of Methodologies in the Study of Crime," invited talk at Centro de Estudos de Criminalidade e Seguranca Publica (CRISP) at Federal University of Minas Gerais, Belo Horizonte, Brazil

Mark C. Stafford

2006 Participant in panel on "Evidence-Based Practices" for School of Social Work at The University of Texas at Austin

INVITED PAPERS AND TALKS (continued)

Mark C. Stafford

2005 Participant in panel on "Research and Evaluation of Programs" for 2005 Spring Conference of Juvenile Justice Association of Texas, Austin, Texas

Mark C. Stafford

2004 Participant in panel on "Moral Panic or Major Epidemic? Sex Offending, Recidivism, and Statistics" for 3rd Annual Conference on Child Victims: Interventions and Investigations, presented by the Child's Advocacy Center for Bastrop, Lee, and Fayette Counties of Texas and the Texas Department of Criminal Justice Victim Services Division

Mark C. Stafford

2002-2005 Participant in panel on "Social Issues/Social Problems" for Honors Colloquium at The University of Texas at Austin

Mark C. Stafford

2005 "Myths and Realities of Sex Offending," invited talk at Honors Colloquium at the University of Texas at Austin.

Mark C. Stafford

2001-2004 "Youth Violence," invited talk at Honors Colloquium at The University of Texas at Austin.

Mark C. Stafford

2000 "Theories of Crime Causation," invited talk at meetings of Lonestar Mensa, Austin.

Mark C. Stafford

2000 "Youth Violence," invited talk at meeting of National Advisory Council of Hogg Foundation for Mental Health, Austin.

Mark C. Stafford

1999 "Gibbs' Notion of Control as a Way of Integrating Sociological Theories of Homicide ... and More," invited paper at Southern Sociological Society annual meetings, Nashville.

Mark C. Stafford

1997 "What Are We Going To Do About Violence?" invited talk at General Membership Meeting of St. David's Foundation, Austin.

Mark C. Stafford

1997 "Violence in the U.S. and Possible Explanations," invited talk at meeting of Texas Grantmakers in Health and Human Services, sponsored by Hogg Foundation for Mental Health, Austin.

INVITED PAPERS AND TALKS (continued)

Mark C. Stafford and Jack P. Gibbs

1991 "Disputes and the Efficacy of Control," invited paper at the Eleventh Annual Albany Conference, State University of New York at Albany.

Louis N. Gray, Mark C. Stafford, and Irving Tallman

1986 "Rewards and Punishments in Complex Human Choices," invited paper at the Ninth Symposium on Quantitative Analyses of Behavior, Harvard University.

Mark C. Stafford

1983 "Recent Deviance Research and Emerging Issues," invited paper at Idaho Sociological Association annual meetings, Moscow.

PAPERS PRESENTED AT PROFESSIONAL MEETINGS

Jaclyn Schildkraut and Mark C. Stafford

2013 "Researching Professionals or Professional Researchers?" presented at Academy of Criminal Justice Sciences annual meetings, Dallas.

Jaclyn Schildkraut, H. Jaymi Elsass, and Mark C. Stafford

2013 "Could It Happen Here? Moral Panics, School Shootings, and Fear of Crime Among College Students," presented at Academy of Criminal Justice Sciences annual meetings, Dallas.

H. Jaymi Elsass and Mark C. Stafford

2012 "On Expanding Deterrence Theory," presented at American Society of Criminology annual meetings, Chicago.

Donna Vandiver and Mark C. Stafford

2011 "Direct and Indirect Effects of Self-Control on Deviant Sexual Fantasies: A Comparison of Child Molesters and Non-Child Molesters," presented at American Society of Criminology annual meetings, Washington, D.C.

Mark C. Stafford

2011 "Establishing New Criminal Justice Doctoral Programs," presented at Academy of Criminal Justice Sciences annual meetings, Toronto.

Georgianna Brain, Mark C. Stafford, and Donna Vandiver

2010 "Distinguishing Child Sex Abusers from Non-Abusers," presented at American Society of Criminology annual meetings, San Francisco.

PAPERS PRESENTED AT PROFESSIONAL MEETINGS (continued)

Mark C. Stafford, Gini Mann-Deibert, and Bob Edward Vasquez

2010 "A Factorial Survey of the Perceived Appropriateness of Legal Punishments for Sexual Offenders," presented at American Society of Criminology annual meetings, San Francisco.

Mark C. Stafford

2010 "The Past and Future of Deterrence Theory," presented at Academy of Criminal Justice Sciences annual meetings, San Diego.

Mark C. Stafford

2009 "The Relationship Between Self-Control and Crime Among Convicted Sex Offenders," presented at American Society of Criminology annual meetings, Philadelphia.

Gini R. Deibert and Mark C. Stafford

2009 "Gender, Religiosity, and Punitiveness: Variation in Public Perceptions of Punitiveness for Sex Offenses," presented at American Sociological Association annual meetings, San Francisco.

Mark C. Stafford

2008 "A Critique of 'Pedophile' as a Distinct Type of Criminal," presented at American Society of Criminology annual meetings, St. Louis.

Gini Deibert, Mark Stafford, and Jessica Rager

2008 "Public Perceptions of Punitiveness for Sex Offenses," presented at Society for the Study of Social Problems annual meetings, Boston.

Mark C. Stafford and Dan Mears

2007 "Causation and Criminological Theories and Policy," presented at American Society of Criminology annual meetings, Atlanta.

Mark C. Stafford

2007 "Child Molesters, Pedophilia, and Social Control," presented at Society for the Study of Social Problems annual meetings, New York.

Gini R. Deibert, Mark C. Stafford, Michael Supancic, and Scott Bowman

2007 "Criminal Justice and Health, presented at Academy of Criminal Justice Sciences annual meetings, Seattle.

Mark C. Stafford and Corinne Davis Rodrigues

2006 "Religion and Delinquency in Brazil," presented at American Society of Criminology annual meetings, Los Angeles.

PAPERS PRESENTED AT PROFESSIONAL MEETINGS (continued)

Mark C. Stafford, Gini R. Deibert, and Kimberly A. Francis

2005 "Self-Control, Impulsivity, and Compulsivity," presented at American Society of Criminology annual meetings, Toronto.

Mark C. Stafford

2000 "Need for Theoretical Specification in the Collection of Homicide Data," presented at National Association of Graduate Studies and Research in Social Sciences annual meetings, Petropolis (Brazil).

Tracey L. Kyckelhahn, Dan P. Mears, and Mark C. Stafford

2000 "New Evidence on the Relationship Between Broken Homes and Delinquency," presented at American Society of Criminology annual meetings, San Francisco.

Danielle W. Toussaint and Mark C. Stafford

2000 "Testing a General Theory of Crime: The Relationship Between Self-Control and Violent Causes of Death," presented at American Sociological Association annual meetings, Washington, D.C.

Dan Mears and Mark C. Stafford

1998 "Race and Homicide: Examining the Relationship Among States Between Racial Composition/Differentiation and Homicide Rates," presented at American Society of Criminology annual meetings, Washington, D.C.

Mark C. Stafford

1996 "The Contributions of James F. Short, Jr.," presented at American Society of Criminology annual meetings, Chicago.

Mark C. Stafford

1996 "Ethical Issues in Experimental Criminological Research," presented at American Society of Criminology annual meetings, Chicago.

Marla C. Craig and Mark C. Stafford

1995 "Assessing the Empirical Evidence for the Economic Deprivation Theory of Homicide," presented at American Society of Criminology annual meetings, Boston.

Robin E. Sowell and Mark C. Stafford

1995 "Testing a Social Psychological Theory of Deterrence," presented at American Society of Criminology annual meetings, Boston.

Mark C. Stafford and Jack P. Gibbs

1994 "A Test of a Control Theory of Homicide," presented at American Society of Criminology annual meetings, Miami.

PAPERS PRESENTED AT PROFESSIONAL MEETINGS (continued)

Mark C. Stafford

1993 "Rational Choice, Deterrence, and Theoretical Integration," presented at American Society of Criminology annual meetings, Phoenix.

Mark C. Stafford and Jack P. Gibbs

1992 "Control, Control Statuses, Homicide, and Variation in Death Ages," presented at American Society of Criminology annual meetings, New Orleans.

Mark C. Stafford and Jack P. Gibbs

1992 "Relation Between Change in Marital Integration and Change in the Suicide Rate," presented at Southwestern Social Science Association annual meetings, Austin.

Mark C. Stafford and Jack P. Gibbs

1990 "Control, Disputes, Interpersonal Violence, and Homicide," presented at American Sociological Association annual meetings, Washington, D.C.

Mark Warr and Mark Stafford

1990 "The Influence of Delinquent Peers: What They Think or What They Do?" presented at American Society of Criminology annual meetings, Baltimore.

Charles R. Tittle and Mark C. Stafford

1990 "Urban Theory, Urbanism, and Suburban Residence," presented at American Society of Criminology annual meetings, Baltimore.

Mark C. Stafford

1989 "A Reconceptualization of General and Specific Deterrence," presented at American Society of Criminology annual meetings, Reno.

Mark C. Stafford

1989 "The Use of the Satisfaction Balance Model in Assessing the Deterrent Effect of Punishments," presented at Midwest Sociological Society annual meetings, St. Louis.

Mark C. Stafford, Walter T. Martin, and Jack P. Gibbs

1988 "Marital Integration and Suicide: Within-Columns Tests of the Status Integration Theory," presented at American Sociological Association annual meetings, Atlanta.

Mark C. Stafford

1988 "Individual and Social Choice: Punishments and Rewards," presented at Pacific Sociological Association annual meetings, Las Vegas.

PAPERS PRESENTED AT PROFESSIONAL MEETINGS (continued)

- Ben A. Menke, David A. Ward, Louis N. Gray, and Mark C. Stafford
1988 "Deterrence and Opportunity: Some Theoretical and Empirical Developments,"
presented at Academy of Criminal Justice Sciences annual meetings, San Francisco.
- Mark C. Stafford, Louis N. Gray, Ben A. Menke, and Irving Tallman
1987 "Toward a Formal Theory of General Deterrence," presented at American Society of
Criminology annual meetings, Montreal.
- Mark C. Stafford, Louis N. Gray, Ben A. Menke, and David A. Ward
1984 "Modeling the Deterrent Effect of Punishment," presented at Western Social Science
Association annual meetings, San Diego.
- Ben A. Menke, David A. Ward, Mark C. Stafford, and Louis N. Gray
1983 "Certainty of Punishment, Peer Influence, and Deviant Behavior," presented at Academy
of Criminal Justice Sciences annual meetings, San Antonio.
- Mark C. Stafford and Mark Warr
1982 "Public Perceptions of Social Problems: A Theoretical and Empirical Study," presented
at Society for the Study of Social Problems annual meetings, San Francisco.
- Maynard L. Erickson, Mark C. Stafford, and James M. Galliher
1980 "Differences in Perceived Seriousness of Crimes and Delinquencies: The Normative
Erosion Hypothesis," presented at American Society of Criminology annual meetings,
San Francisco.
- Mark C. Stafford
1979 "Values, Peer Associations, and Self-Reported Delinquency," presented at American
Society of Criminology annual meetings, Philadelphia.
1980
- Mark C. Stafford
1979 "On Explaining Perceptions of the Certainty of Legal Punishment," presented at Society
for the Study of Social Problems annual meetings, Boston.
- Mark C. Stafford and Vicki K. Kullberg
1978 "The Validity of Measures of Crime and Delinquency: A Methodological or Theoretical
Problem?" presented at Society for the Study of Social Problems annual meetings, San
Francisco.

OTHER PARTICIPATION AT PROFESSIONAL MEETINGS

- 2008 Chair, Session on Capital Punishment and Deterrence, American Society of
Criminology annual meetings, St. Louis.

OTHER PARTICIPATION AT PROFESSIONAL MEETINGS (continued)

- 2008 Chair, Session on Extending and Testing Learning Theories, American Society of Criminology annual meetings, St. Louis.
- 2007 Presider, Author Meets Critics Session on David Farrington and Brandon Welsh's *Saving Children from a Life of Crime*, American Society of Criminology annual meetings, Atlanta.
- 1995 Chair, Session on Models of Crime and Delinquency, American Society of Criminology annual meetings, Boston.
- 1994 Discussant, Session on Social Learning Theory, American Society of Criminology annual meetings, Miami.
- 1994 Discussant, Session on Criminology, American Sociological Association annual meetings, Miami.
- 1993 Organizer/Discussant, Session on Control Theory and Violence, American Society of Criminology annual meetings, Phoenix.
- 1992 Chair, Session on Explaining Juvenile Delinquency, American Society of Criminology annual meetings, New Orleans.
- 1991 Co-organizer, Workshop on Social Control and Interpersonal Violence, American Sociological Association annual meetings, Cincinnati.
- 1986 Discussant, Session on Criminal Sentencing and Crime Severity Scaling, American Society of Criminology annual meetings, Atlanta.
- 1985 Co-chair, Session on Public Attitudes Toward Crime and Criminal Justice, Academy of Criminal Justice Sciences annual meetings, Las Vegas.
- 1983 Discussant, Session on Drug and Vice Offenses, American Society of Criminology annual meetings, Denver.

BOOK REVIEWS

- 2003 Howard B. Kaplan and Robert J. Johnson, *Social Deviance: Testing A General Theory* for *American Journal of Sociology*, Vol. 108 (January):934-35.
- 1995 George S. Bridges and Martha A. Myers, *Inequality, Crime, and Social Control* for *Contemporary Sociology*, Vol. 24 (May): 374-75.

BOOK REVIEWS (continued)

- 1989 Marvin E. Wolfgang, Terence P. Thornberry, and Robert M. Figlio, *From Boy to Man, From Delinquency to Crime* for *The Annals of the American Academy of Political and Social Science*, Vol. 505 (September): 188-89.
- 1981 Ruth R. Kornhauser, *Social Sources of Delinquency: An Appraisal of Analytic Models* for *Contemporary Sociology*, Vol. 10 (March): 232.
- 1980 LaMar T. Empey, *Juvenile Justice: The Progressive Legacy and Current Reforms* for *Contemporary Sociology*, Vol. 9 (May): 390-91.
- 1978 Steven L. Schlossman, *Love and the American Delinquent: The Theory and Practice of "Progressive" Juvenile Justice, 1825-1920* and Harold Finestone, *Victims of Change: Juvenile Delinquents in American Society* for *Contemporary Sociology*, Vol. 7 (July): 427-28.
- 1978 John F. Galliher and James L. McCartney, *Criminology: Power, Crime, and Criminal Law* for *Contemporary Sociology*, Vol. 7 (March): 227-28.

JOURNAL REFEREE

American Journal of Criminal Justice	Rationality and Society
American Journal of Sociology	Rural Sociology
American Sociological Review	Social Forces
Criminology	Social Problems
Journal for the Scientific Study of Religion	Social Science Journal
Journal of Applied Behavioral Science	Social Science Quarterly
Journal of Crime and Justice	Sociological Focus
Journal of Quantitative Criminology	Sociological Inquiry
Journal of Research in Crime and Delinquency	Sociological Quarterly
Justice Quarterly	Suicide/Life Threatening Behavior
National Journal of Sociology	Urban Affairs Quarterly
Policy Studies Journal	Violence and Victims

COURSES TAUGHT (Graduate)**

Administration of Justice**	Juvenile Delinquency
Advanced Crime Theory**	Law and Behavioral Science**
Corrections	Law and Society
Crime and Delinquency**	Problems of Deviance Theory**
Crime Theory and Victimization	Proseminar**
Criminal Law and Morality	Research Methods**
Criminology	Social Control and Deviance
Criminology**	Social Problems

COURSES TAUGHT (Graduate) (continued)**

Deviance
Interpersonal Violence**
Introduction to Sociology

Survey Research Methods**
Theories of Crime Causation**
Theory Construction in Sociology

PHD STUDENTS SUPERVISED

Kim Francis
Gini Deibert
Corinne Davis Rodrigues
Danielle Toussaint
Laurie Drapela
Sarah Goodrum
Carter Hay
Robin Sowell
Leslie Atkins
Yousef AlRomaih
Marilyn Howell

**MA and MSCJ STUDENTS
SUPERVISED**

Tyler Vaughan
Georgianna Brain
Jami Powell
Natasha Hale
Jennifer Carreon
Valerie Hollier
Melinda Ward
Meredith Worthen
Paulina Carrasco
Tiffany Streett
James Clark
Tracey Kyckelhahn
Tammy Macy
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REFERENCES

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Dan P. Mears, Mark C. Stafford Professor of Criminology
College of Criminology and Criminal Justice
634 W. Call Street
Florida State University
Tallahassee, Florida 32306-1127

REFERENCES (continued)

James F. Short, Jr., Professor Emeritus
Department of Sociology
Washington State University
Pullman, WA 99164

Charles R. Tittle, Professor
Department of Sociology and Anthropology
North Carolina State University
Raleigh, NC 27695

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/E-mail for Point of Contact at Funding Agency
Office of the Governor, Criminal Justice Division	General Juvenile Justice and Delinquency Prevention Program/Trauma Informed Assessment And Response	Cherryl Charlet/512-463-0985/cherryl.charlet@governor.state.tx.us

This is a current program. TCJPD is requesting a budget adjustment to include Motivational Interviewing Training in the budget for this program. There are no pending applications for any of the other activities included in this submission.

The following positions will be responsible for overseeing the functions of this program. Program staff conducting the activities associated with this program will report to the following positions.

Chief Juvenile Probation Officer

This position oversees the overall operations within the Juvenile Probation Department. Provides leadership, oversight and direction in planning, organizing, directing, implementing and evaluating departmental functions and operations in accordance with State, Federal and Local laws. Oversees planning and developing policy, procedures and programs. Oversees development of strategies to accomplish goals and objectives of the department to improve effectiveness and efficiency of services. Directs activities through subordinate Deputy Chief Juvenile Probation Officers.

Deputy Chief Juvenile Probation Officers

This position assists in directing the overall operations within the Juvenile Probation Department. Provides leadership, oversight and direction and assists in planning, organizing, directing, implementing and evaluating departmental functions and operations in accordance with State, Federal and Local laws. Assists with planning and developing policy, procedures and programs. Assists in development of strategies to accomplish goals and objectives of the department to improve effectiveness and efficiency of services. Directs activities through subordinate division directors.

Division Directors

Directs the overall operations, staff and functions of a division within a juvenile justice system through subordinate managers. Provides leadership, management and coordination in planning, organizing, implementing and evaluating division operations in accordance with State, Federal and Local laws, policies, procedures and guidelines. Develops division strategic plans to accomplish goals and objectives and improve effectiveness and efficiency of services. Directs the staffing, training, development and performance evaluation of division staff.

Division Managers

Under administrative direction, plans, manages, organizes and supervises the staff and operation of a division within a juvenile justice system. Directs and manages conformity with State and Federal laws and guidelines, and policies and procedures for the health, safety and welfare of juveniles. Assists in planning, organizing, developing, scheduling and implementing policies, procedures, goals and objectives of the division. Manages the staffing, training, development and performance evaluation of division staff. May be assigned oversight of the facility in the absence of Division Director.

The following positions will be responsible for grant management, reporting, and data support services.

Grant Coordinator

Coordinates grants process, including grant seeking, writing, reporting, program planning, needs assessment, and administration. Serves on committees, develops resources and serves as primary contact between divisions and departments involved in grant processing. Coordinates services and facilitates development of policies and procedures. May assist in the development of short- and long-term plans.

Planner

Performs professional planning work, including planning, researching and analyzing projects and programs with broad scope, and major political, public health, safety, or welfare, transportation, parks, land development and the environment, community health and/or strategic plan impact.

Business Analyst

Provides routine to moderately complex technical consulting and support services for defining, developing and improving functional or business processes to meet user and organizational needs. Works with departmental management and staff to define problems and management requirements. Serves as a liaison between department users and the Information Technology organization in order to provide technical solutions to meet user needs. Possesses expertise in supporting moderately complex department applications and functions. Conducts process redesign and compiles documentation, as required for applications. Assists with or translates moderately complex organizational requirements and assists with the translation of higher level organization requirements into functional Information Technology specifications and manages changes to such specifications.

The following position will be responsible for coordinating the training component of this program.

This is a senior level training and development position responsible for the development, coordination, and implementation of effective employee training, education, and career development programs. Responsible for determining departmental training needs and conducting supervisory, management, non-technical skill, and compliance training for assigned personnel. Consults within department to determine training and educational needs for assigned area. Prepares curriculum and training methods, media, and documentation to be presented in training programs. Responsible for the development of training policies and procedures, training curriculums, and instructional methods to enhance staff competency. Responsible for monitoring required training compliance and prescribed training budgets, as required. Serves as lead trainer, and may supervise subordinate staff.

The following positions will be responsible for using the risk and needs assessment tool and referring youth to services.

Casework Manager

Manages the personnel and tasks of assigned work unit. Manages the compliance with applicable State and Federal laws and guidelines, and departmental policies and procedures. Conducts research, plans programs, policies and procedures, goals and objectives of the unit. May manage an assigned caseload. May be assigned oversight of the facility and administrative functions in the absence of the Division Manager.

Juvenile Shift Supervisor

Responsible for shift activities on an assigned shift at the Juvenile Detention facility. Provides orientation for juveniles entering detention. Plans and coordinates daily living activities and ensures that health, safety and welfare measures and procedures are carried out by shift members and residents. May supervise evening and weekend personnel. May be assigned oversight of the facility in the absence of higher level management.

Juvenile Detention Officer (Levels I, II, III)

Provides direct supervision and maintains security and control of detained juvenile clients in order to prevent harm and provide for their safety. Counsels clients on an individual basis and facilitates cognitive skill groups to assist clients in developing appropriate coping skills and behavior. Implements appropriate programs for clients. Documents client behavior for use within the juvenile justice system.

Juvenile Probation Officer (Levels I, II, III, Lead)

Provides supervision and counseling to juvenile clients positioned at various stages within the juvenile justice system. Supervises and monitors all aspects of client's case related to conditions of probation, including visits with client's family and other significant contacts. Conducts initial and subsequent interviews with clients to assist in sentencing, explains conditions of probation, and assists clients in meeting terms of probation. Documents client behavior for use within the juvenile justice system.

Juvenile Residential Treatment Officer (Levels I, II, III)

Provides direct supervision and treatment intervention of juvenile clients assigned to a residential treatment program. Maintains security, control and guidance of detained juvenile clients in order to facilitate treatment, prevent harm and provide for their safety during all daily activities. Implements available treatment plans and corrective disciplinary strategies. Documents client behavior for use within the juvenile justice system.



**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:	Juvenile Probation	
Contact Person/Title:	Maya Duff/Grant Coordinator	
Phone Number:	512-854-7046	

Grant Title:	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards		
Grant Period:	From: <input type="text" value="Apr 1, 2013"/>	To: <input type="text" value="Mar 31, 2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	National Council on Crime and Delinquency		
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:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 100,000	\$ 0	\$ 0	\$ 0	\$ 100,000
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 100,000	\$ 0	\$ 0	\$ 0	\$ 100,000
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"/>	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 staff members receiving comprehensive training on PREA standards	n/a	n/a	220	220
2.	Number of residents receiving orientation training.	n/a	n/a	1903	1960
3.	Number of residents from ISC and Halfway House participating in interactive workshops	n/a	n/a	268	276
4.	Percentage of new employees screened using screening tool purchased through grant	n/a	n/a	100	100
+ - Measures for the Grant					
1.	Number of staff members receiving comprehensive training on PREA standards	n/a	n/a	220	220
Outcome Impact Description		To strengthen staff's ability to identify signs of potential sexual misconduct, prevent sexual abuse, and offer support to residents to ensure compliance with PREA standards.			
2.	Number of residents receiving orientation training.	n/a	n/a	268	276
Outcome Impact Description		Every juvenile starting detention and the Intermediate Sanction Center will be informed on ways to identify and prevent sexual abuse.			
3.	Number of residents from ISC and Halfway House participating in interactive workshops	n/a	n/a	268	276
Outcome Impact Description		Continued education will help the Intermediate Sanctions Center resident identify, prevent and address sexual abuse.			
4.	Percentage of new hired screened using screening tool purchased through grant	n/a	n/a	100	100
Outcome Impact Description		All newly hired staff will be screened on potential boundary issues or sexual misconduct that would indicate that they are not appropriate to work in direct care of incarcerated juveniles.			

PBO Recommendation:

The Juvenile Probation Department seeks Commissioners Court approval to receive a grant award from the National PREA Resource Center to receive funds to provide training and implement tools to promote compliance with the Prison Rape Elimination Act (PREA). The PREA standards became mandatory in 2012, and the department will be audited on these standards beginning in 2013.

The \$100,000 grant award will pay for training, including conferences, webinars, and a sustained online learning system within the Juvenile Probation Department. The department also plans to purchase a screening tool to use in the hiring process to identify candidates for employment with potential boundary issues or sexual misconduct. The department will also work to create informational media with youth currently involved with the Juvenile Probation Department.

The grant program does not have an indirect cost allocation, and no county match is required, however the department notes that after grant funds are exhausted, the Juvenile Probation Department will still need to meet PREA compliance. At such a time, the department will seek internal and external funds in order to fund programs to meet compliance.

PBO recommends approval of this grant award.

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 this program is to create a sustainable system of training for staff members and education for residents in order to comply with Prison Rape Elimination Act (PREA) standards. This grant fits into the current activities of the department since PREA compliance is mandatory for the department. This will be a new program.

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

There are no long term County funding requirements of the grant. However, after grant funds are exhausted TCJPD will still need to meet PREA compliance. If necessary, internal and external funds will be sought in order to meet compliance.

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.

No indirect costs are requested.

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.

This program will not end upon termination of grant funding. The training and education proposed will be sustainable without additional funding from the County. Departmental resources, such as staff time, will be used to continue the activities of the grant. TCJPD will seek internal and external funds as necessary to continue to meet PREA standards.

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

PREA standards became mandatory in 2012 and will begin to be audited in 2013.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This program will ensure that staff members are well trained and can address the standards of PREA. It will ensure residents are educated about sexual misconduct and are able to identify and respond to it. It will enable TCJPD to screen out candidates with potential boundary issues or sexual misconduct. It will enable TCJPD to fully comply with PREA standards.

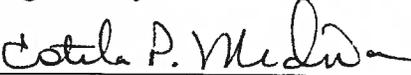


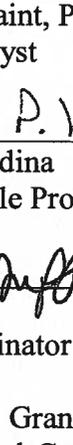
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704
Phone: (512)854-7000 Fax: (512)854-7097

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Aerin Toussaint, PBO
Budget Analyst

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: 
Maya Duff
Grant Coordinator

SUBJECT: Approval of Grant Award Contract for A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards from the National PREA Resource Center

DATE: April 19, 2013

The Travis County Juvenile Probation Department has been awarded funding from the National PREA Resource Center, operated by the National Council on Crime and Delinquency (NCCD) under a cooperative agreement with the Bureau of Justice Assistance (BJA) for the *A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards* program. \$100,000 has been awarded from 4/1/2013-3/31/2014.

The goal of A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards is to build upon current organizational strengths to establish an organizational climate that understands and promotes compliance with the Prison Rape Elimination Act (PREA). Funding will be used for staff training, resident education, program monitoring, and an employee screening tool.

Please review this item and place it on the **April 30th** Commissioner's Court Agenda for their consideration and signature.

If you have any questions, please contact Maya Duff at 512-854-7046.

CC: Jim Connolly
Rhett Perry
Britt Canary
Darryl Beatty
Sylvia Mendoza
Lisa Eichelberger
Grant File

NATIONAL
PREA
RESOURCE
CENTER

April 4, 2013

Estela Medina
Chief Juvenile Probation Officer
Travis County Juvenile Probation Department
2515 South Congress Ave.
Austin, TX 78704

Re: Grant Award Letter for Grant Number 14203

Dear Estela Medina:

The National PREA Resource Center, operated by the National Council on Crime and Delinquency (NCCD) under a cooperative agreement with the Bureau of Justice Assistance (BJA) within the US Department of Justice, is pleased to inform you that its Peer Review Committee approved a grant to Travis County ~~Juvenile Probation Department~~ (Grantee) to support work described in the Establish "Zero Tolerance" Cultures for Sexual Abuse in Local Adult and Juvenile Detention Facilities grant proposal. This work is supported under BJA Cooperative Agreement Number 2010-RP-BX-K001 (CFDA #16.735).

Grant Amount:	\$100,000 as outlined in approved budget, Attachment #3.
Grant Type:	Cost reimbursement grant, with no matching funds required.
Grant Title:	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards
Grant Period:	April 1, 2013 - March 31, 2014
Reports:	Must be submitted through ZoomGrants on a quarterly basis with one final report due upon completion of the project.
Invoice Schedule:	Invoices should include required attachments and be submitted through ZoomGrants on a quarterly basis, accompanying quarterly reports.

Please do not hesitate to contact Senior Accountant/Contracts Manager Justin Brown at jbrown@nccdglobal.org with any financial or contractual questions. Deirdre O'Connor should be contacted at doconnor@nccdglobal.org with information or questions concerning the programs funded by this grant.

We are pleased to support the work and contributions of your organization. We look forward to working with you over the period of your grant.

Sincerely,



Alex Busansky
President, NCCD

GRANT TERMS AND CONDITIONS

- 1. Use of Funds.** Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide (<http://www.ojp.usdoj.gov/financialguide/>). Grantee shall be reimbursed for expenses per the approved budget (Attachment #3) and shall use the grant funds only for the purposes of the specific project described above. If an award exceeds \$100,000 and the cumulative changes between approved budget categories exceed 10% of the total grant amount or changes the scope of the project, Grantee is required to get NCCD's prior approval. If an award is less than \$100,000 and the scope of the project does not change, prior approval to modify your budget is not required. Grantee shall repay to NCCD any portion of the grant funds which is not spent or committed for these purposes.
- 2. Equal Employment Opportunity.** Grantee agrees to comply with all federal laws and regulations regarding equal employment opportunity.
- 3. Quarterly Reports.** Grantee agrees to submit progress reports quarterly with the first report due July 1, 2013, and every three months thereafter. Required quarterly reports should be submitted through ZoomGrants.com. See Attachment #2 for guidance.
- 4. Final Report.** Grantee agrees to submit a final report at the end of the project documenting all relevant project activities from the beginning date of this agreement. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 30 days following the close of this agreement.
- 5. Invoices.** Invoices must accompany quarterly reports and be submitted on a quarterly basis through Zoomgrants. All receipts for equipment, furniture, consultants, travel, and other costs must be provided as an attachment. Information must also be provided regarding budget categories and personnel hours, as outlined in the invoicing template (Attachment #1). Payment of the final invoice is contingent upon completion of the final report.
- 6. Employee Compensation.** With respect to this agreement, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of Grantee at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An employee may be compensated at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds). These rates are outlined on the US Office of Personnel Management website, www.opm.gov.
- 7. Consultant/Contractors.** All sub-contracts that exceed \$100,000 under this agreement should be competitively awarded. This agreement does not indicate approval of any subcontractor and/or consultant rate in excess of \$450 per day.
- 8. Travel.** Travel costs must abide by the terms of federal travel policy. The US General Services Administration website (<http://www.gsa.gov/portal/category/100120>) outlines the allowable per diem amounts for meals and incidental expenses (M&IE), and these standard amounts can be used instead of actual costs for each travel day, except the first and last

day, which can only be billed at seventy-five percent (75%) of the appropriate M&IE per diem rate. Every attempt should be made to obtain the federal per diem rate for lodging. Any taxes and fees added to the room rate are in addition to the federal per diem rate, and are reimbursable. No tips are allowed to be charged to federal projects. All airfares or train fares are to be economy/coach. Airfare and lodging expenses are not considered incidental, and receipts substantiating these expenses must be submitted as Invoiced. Also, grantees should maintain their own record of travel cost receipts in order to substantiate these expenses in the case of an audit.

9. Conferences and Events. NCCD must be made aware of any conferences or events that will be conducted with contributing funds from this grant in advance of any obligation of funds for that purpose. Deirdre O'Connor should be contacted via email at doconnor@nccdglobal.org.

10. Supplanting. Federal funds may be used to *supplement* existing State and local funds for program activities and must not supplant, supersede and or replace those funds that have been appropriated for the same purpose.

11. False Claims Act. The civil False Claims Act (FCA) prohibits the knowing submission of false or fraudulent claims to the government for payment and/or false or fraudulent claims involving government funds. Knowing is defined under the FCA as actual knowledge, deliberate ignorance, or reckless disregard of the truth or falsity of the claim.

12. Recordkeeping. Grantee shall treat grant funds as restricted assets and shall maintain books to show the grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on the Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to NCCD at reasonable times for review and audit and shall comply with all reasonable requests of NCCD for information and interviews regarding the use of these funds. Periodic site visits and/or audits may be performed. NCCD, BJA, the Comptroller General, or any of their representatives shall have access to any books, documents, papers, and records of the Grantee and their contractors that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Grantee shall retain all required records for three (3) years after NCCD makes final payments and all other pending matters are closed.

13. Audit. Grantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19. Grantee further agrees to notify NCCD within 30 days of completion of Grantee's annual audit, that the audit is complete. If there are findings in the audit, a copy of the audit must be forwarded promptly to NCCD.

14. Prohibited Uses. Grantee shall not use any portion of the funds as follows:

- a. To influence the outcome of any specific election for candidates to public office;
- b. To induce or encourage violations of law or public policy or the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government without the express approval of OJP;

- c. To cause any private inurement or improper private benefit to occur;
- d. Alcohol costs are not allowable expenses;
- e. Vehicles are not allowable expenses;
- f. Cameras and other electronic monitoring equipment are not allowable expenses;
- g. Overtime or salaries to back-fill/cover front line staff positions to allow staff to attend training is not an allowable expense;
- h. Renovation and construction costs are not allowable expenses; and
- i. Grantee cannot use any federal funds, either directly or indirectly, in support of the Association of Communication Organizations for Reform Now (ACORN) or its subsidiaries without the express prior written approval of OJP.

15. Lobbying, Reliance on Project Budget. Grantee understands and agrees that it cannot use any federal 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 written approval of OJP.

16. Misconduct. Grantee must promptly refer to the US Department of Justice's (DOJ's) Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, sub-awardee, sub-grantee, sub-contractor, or other person has either (1) submitted a false claim for grant funds under the FCA; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any sub-awardees. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail to the Office of the Inspector General, US Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; email to oig.hotline@usdoj.gov; call the hotline at (800) 869-4499 (contact information in English and Spanish); or fax the hotline at (202) 616-9881. Additional information is available from www.usdoj.gov/oig.

17. Termination. If NCCD determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, NCCD may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other agreement, and NCCD may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to NCCD. Also, this Agreement shall terminate (a) upon the Grantee's organization dissolution; (b) by Grantee's non-compliance with any laws and government regulations; or (c) if NCCD's funding for this contract is discontinued. NCCD will provide Grantee with written notice of any deficiency or non-compliance before terminating the Agreement.

18. Grant Announcements. NCCD may include information on the grant in its periodic public reports.

19. Confidentiality.

- a. NCCD Information. In this Agreement, "Confidential Information" means all information disclosed whether in writing, orally, or by another means whether directly or indirectly and whether specifically designated as "confidential" or which ought reasonably to be regarded as confidential under or in connection with NCCD ("the Disclosing Party") to Grantee ("the Receiving Party"). Whether before or after Term of the Grant, Grantee shall not disclose Confidential Information for any purpose other than the performance of its obligations in relation to the Grant, not disclose Confidential Information to any person except with the prior written consent of the Disclosing Party, and make every effort to prevent the use or

disclosure of Confidential Information. The Receiving Party may disclose Confidential Information to any of its directors, other officers, and employees ("a Recipient") to the extent that the disclosure is reasonably necessary for the purposes of the Grant. Before disclosure to a Recipient, the Receiving Party shall ensure that the Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality as if the Recipient was a party to the Grant Conditions.

- b. Information of Third Parties. Grantee will fully comply with the confidential and privacy requirements relating to third-party information as fully set forth at 42 USC § 3789g and 28 CFR Part 22.

20. Intellectual Property and Licenses. NCCD and OJP reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use (in whole or in part, including in connection with derivative works) for Federal purposes: (1) the copyright in any work developed under an award or subaward; and (2) any rights of copyright to which a sub-awardee or its sub-contractor purchases ownership with Federal support.

Grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or sub-award; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

It is the responsibility of Grantee (and of each sub-contractor, if applicable) to ensure that this condition is in any sub-contract under this award.

21. Publications; Website.

- a. Written, Visual or Audio Publications. Any written, visual, or audio publication, with the exception of press releases, whether published at the Grantee's or NCCD's expense, shall contain the following statements: "This project was supported by Grant No. 2010-RP-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
- b. Website. Any website that is funded in whole or in part under this award shall include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service: "This website is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, US Department of Justice. Neither the US Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this website (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, titled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

All publications, materials, training curriculum, and services funded under this grant must be consistent with the Prison Rape Elimination Act (PREA) standards as published by DOJ. Grantees and their sub-contractors are encouraged to review materials available through the National Institute of Corrections and the National PREA Resource Center

("PRC") when developing publications, materials, training curriculum, and services funded under this grant. Grantees may be asked to forward publications, materials, and training curriculum to PRC.

22. Relationship of the Parties. Grantee agrees that by virtue of this Agreement, Grantee is independent of NCCD; neither Grantee nor any of its employees is an employee, agent, or partner of NCCD; and neither Grantee nor any of its employees is authorized to bind NCCD by contract or otherwise. Grantee is solely responsible for all activities supported by grant funds, the content of any product created with grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone. NCCD has awarded grant funds to Grantee so that Grantee may perform the services described in the accepted application, and Grantee reserves the right to determine the method, manner, and means by which the services will be performed. If Grantee intends to hire employees or agents to accomplish the objectives of this Agreement, it herewith certifies that it is an equal opportunity employer. Grantee shall not be required to devote Grantee's full time to the performance of the services required hereunder, and it is acknowledged that Grantee has the right to perform services for other clients.

23. Indemnification. Grantee shall indemnify, hold harmless and defend NCCD from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with the negligence or intentional acts or omissions of the Grantee in the performance of this Agreement.

24. No Waivers. The failure of NCCD to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

25. Potential Additional Requirements. Grantee agrees to comply with any additional requirements that may be imposed during the agreement performance period if NCCD or BJA determines that the recipient is a high-risk Grantee. Cf. 28 CFR parts 66, 70.

26. Evaluation. Grantee agrees to cooperate with any assessments, national evaluation efforts, or information of data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within the work of this Agreement.

27. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

28. Entire Agreement. This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire Agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in writing signed by both parties.

29. Governing Law. This Agreement shall be governed by the laws of the United States of America. Funding for this work is from federal sources. Grantee agrees to abide by all pertinent federal laws and regulations.

ACCEPTANCE

If this Grant Agreement, including the Grant Award Letter and the Grant Terms and Conditions, correctly sets forth your understanding of the terms of this grant, please indicate your organization's agreement by having an authorized officer sign a copy of this letter and return it to NCCD. Payment of Grant funds will commence only when NCCD is in receipt of an executed copy of this form to acknowledge the terms of the Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the signature date.

Travis County ~~Juvenile Probation Department~~

National Council on Crime and Delinquency (NCCD)

BY:

Authorized Signature

Alexander Busansky, President

Title

Date

Date

2515 South Congress Ave.
Austin, TX 78704
Phone: (512) 854-7000

1970 Broadway, Suite 500
Oakland, CA 94612
Phone: (510) 208-0500
FAX: (510) 208-0511
www.nccdglobal.org

74-6000192
EIN Number

Attachment #1

Sample Invoice
National PREA Resource Center
BJA Cooperative Agreement Number 2010-RP-BX-K001

Company Name: Subcontractor Inc.
 Company Address: 1212 Market Street, Washington DC 20009
 Invoice Number: #2
 Invoice Period: January 1, 2013 - April 30, 2013

Budget Category		Approved Budget	Quarterly Costs (Project Code 771)	Total Billed to Date (include this quarter's costs)	Budget Remaining
A.	Personnel*	100,000	5,320	6,000	88,680
B.	Fringe Benefits	30,000	2,125	4,000	23,875
C.	Travel	400	50	300	50
D.	Equipment	1,000	140	800	60
E.	Supplies	1,500	60	60	1,380
G.	Consultant/Contractor	50,000	1,500	25,000	23,500
H.	Other Direct Costs	15,000	1,325	5,000	8,675
Total Direct Costs		197,900	10,520	41,160	146,220
I.	Indirect Costs	12,000	3,000	6,000	3,000
Totals		209,900	13,520	47,160	149,220

A.	Personnel Detail*	Role	Quarterly Hours/Rate	Contribution
	Sam M. Example	Senior Advisor	\$40 x 133hrs	Directed and managed team activities, documented conference calls, and designed publication material.

Attachment #2

Quarterly Report/Final Report Template

QUARTERLY PROGRESS REPORT QUESTIONS

All applicants will be required to submit quarterly progress reports to PRC through zoomgrants.com. Report content should include the following.

Project Summary

What are the major goals of the project?

Accomplishments

What has been accomplished toward meeting these goals during this reporting period? Describe progress toward or completion of all project goals.

Next Steps

What is planned for the next reporting period to achieve the project goals? Address any changes to the project timeline.

Products

List all products developed or delivered with grant funds. Examples include inmate education materials, training curriculum, policies and procedures, publications, conference papers, presentations, etc. All listed products must be attached under the Documents tab.

Project Staff

List agency staff who were involved in project activities and describe their involvement. Include, position, project role, percent of full-time equivalent or number of days, and contribution to project.

Collaboration

Describe how other collaborators, system stakeholders, or community agencies have been involved.

Knowledge Sharing

Describe how the success of your project has been or will be shared with other detention facilities to support implementation of PREA standards.

Program Sustainability

Describe how the program activities may be sustained beyond grant funding, including any anticipated challenges.

Attachment #3

Approved Budget

Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Position 1, No personnel requested		
Position 2		
Position 3		
Position 4		
Position 5		
Position 6		
SUB-TOTAL		\$0.00

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Computation	Cost
Fringe benefit 1, each benefit entry is limited to one line		
Fringe benefit 2		
Fringe benefit 3		
Fringe benefit 4		
Fringe benefit 5		
SUB-TOTAL		\$0.00
Total Personnel & Fringe Benefits		\$0.00

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
PREA training	To be determined	Meals	\$71/day @ 3 days/10 staff	\$2,130.00
PREA training	To be determined	Lodging	\$200/day @3 days/10 staff	\$6,000.00
PREA training	To be determined	Airfare	\$500 a ticket for 10 staff	\$5,000.00
PREA training	To be determined	Ground Transportation	4 cars@ \$300 3 days/4 trips	\$1,200.00
PREA training	To be determined	Seminar Costs	10 staff @ \$650	\$6,500.00
Travel entry 6				
Travel entry 7				
TOTAL				<u>\$20,830.00</u>

D. Equipment - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
No equipment requested		
equipment entry 2		
equipment entry 3		
equipment entry 4		
equipment entry 5		
TOTAL		<u>\$0.00</u>

E. Supplies - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
Communication supplies	Printing informational brochures	\$1,500.00
Training Materials	Trainer materials for staff	\$1,588.00
supply item 5		
supply item 6		
supply item 7		
supply item 8		
supply item 9		
TOTAL		\$3,088.00

F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
four lines per entry, use boxes below or an additional page for more space if required		
TOTAL		\$0.00

G. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Cost
To be determined	Funding is requested for TCJPD to hire technical assistance to provide an evaluation of TC JPD's policies and	\$150/hour for 230 hours	\$34,500.00
Supply item 1, one line per entry			
Supply item 1, one line per entry			
<i>Subtotal</i>			<u>\$34,500.00</u>

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
Consultant expense entry 1, one line per	maximum of three lines		
	maximum of three lines		
Consultant expense entry 1, one line per	maximum of three lines		
<i>Subtotal</i>			<u>\$0.00</u>

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost	
Mental Health Services for TCJPD youth in the event that they experience sexual abuse while in the facility.	\$4,500.00	
Funding for a local agency to work with TCJPD youth to create an informational video on preventing, identifying, and addressing sexual abuse. Funds are budgeted for two months of planning and ten months of programming.	\$13,500.00	
<i>Subtotal</i>		<u>\$18,000.00</u>
TOTAL		<u>\$52,500.00</u>

H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
To be determine: TCJPD to host PREA on-site training(s) for staff members and community members. The trainer for this training will be selected during the planning phase of this grant.	Trainer travel, lodging, and meals, Participant registration	\$10,000.00
Interpreter services: PREA education for Spanish Speaking youth, families, and community members involved in the program.	\$120 hour for 12 sessions.	\$1,440.00
Software to create an online learning system for staff members and residents, including education and evaluation. This software will allow for program sustainability after grant funding has been exhausted.	4 licenses @ \$1,398	\$5,592.00
Staff screening services	unlimited screening services for one year	\$6,000.00
Services for PREA educational materials to be interpreted for youth with hearing impairments.		\$550.00
TOTAL		\$23,582.00

I. Indirect Costs - Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
No indirect cost requested		
TOTAL		\$0.00

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	<u>\$0.00</u>
B. Fringe Benefits	<u>\$0.00</u>
C. Travel	<u>\$20,830.00</u>
D. Equipment	<u>\$0.00</u>
E. Supplies	<u>\$3,088.00</u>
F. Construction	<u>\$0.00</u>
G. Consultants/Contracts	<u>\$52,500.00</u>
H. Other	<u>\$23,582.00</u>
Total Direct Costs	<u>\$100,000.00</u>
I. Indirect Costs	<u>\$0.00</u>
TOTAL PROJECT COSTS	<u>\$100,000.00</u>

Federal Request _____

Non-Federal Amount _____

Travis County Juvenile Probation Department
A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards
Budget Narrative

A. Personnel

No personnel costs are requested.

B. Fringe Benefits

No fringe benefits are associated with this grant proposal.

C. Travel

\$20,830 is requested to send TCJPD staff members to regional and national conferences. Up to ten staff members will attend conferences; the selection of staff members and trainings is contingent upon the availability of conferences concerning topics that are relevant to TCJPD's needs. Funds are budgeted for conference costs, airfare, ground transportation, lodging, and meals.

D. Equipment

No equipment is requested.

E. Supplies

\$3,088 is budgeted for supplies related to this program. Communication supplies are requested to print an informational brochure for residents and their families to make them aware of the potential risks associated with residing in a juvenile facility. Funding for training materials, such as videos and printed materials, is requested for staff members to deliver internal training via the train-the-trainer method.

F. Construction

No construction funding is requested.

G. Consultants/Contracts

\$34,500 is requested for TCJPD to hire technical assistance to provide an evaluation of TCJPD's policies and procedures and to assist TCJPD with strategic planning. This technical assistance will be hired towards the end of the grant cycle to provide an outside perspective on the effectiveness of TCJPD's policies and procedures.

While TCJPD does not anticipate sexual misconduct to occur within the facility, \$4,500 is requested to make mental health services available for youth for any individual that identifies himself/herself as a victim. These services will be conducted by a contracted provider that specializes in the area of sexual abuse/trauma.

\$13,500 is budgeted for TCJPD youth to work with a local agency, such as the Media Awareness Project, to create an informational video on preventing, identifying, and addressing sexual abuse. Funds are budgeted for two months of planning and ten months of programming.

H. Other Costs

\$10,000 is budgeted for TCJPD to host PREA onsite training(s) for staff members and contracted entities. The trainer for this training will be selected during the planning phase of this grant. \$1,440 is budgeted for interpretive services for Spanish speaking youth, families, and community members involved with TCJPD's training program.

\$5,592 is budgeted for four licenses for software, such as Articulate Studio software, to create an online learning system for staff members and residents, including education and evaluation. This software will allow for program sustainability after grant funding has been exhausted.

\$6,000 is budgeted for a staff screening tool. A screening tool, such as the DIANA Screen, will make TCJPD aware of any potential boundary issues or sexual misconduct among employment candidates.

\$550 is budgeted for interpretation of PREA educational materials for youth with hearing impairments by an organization such as Communication at Hand.

I. Indirect Costs

No indirect costs are requested through this grant.



**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 type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	HHSVS / FSS	
Contact Person/Title:	Lisa Sindermann / Financial Analyst Lead	
Phone Number:	854-4594	

Grant Title:	Comprehensive Energy Assistance Program (CEAP)		
Grant Period:	From: <input type="text" value="Jan 1, 2013"/>	To: <input type="text" value="Dec 31, 2013"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Housing & Community Affairs		
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 Health and Human Services		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 340,642	\$ 0	\$ 0	\$ 0	\$ 340,642
Operating:	\$ 2,296,577	\$ 0	\$ 0	\$ 0	\$ 2,296,577
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 2,637,219	\$ 0	\$ 0	\$ 0	\$ 2,637,219
FTEs:	4.00	0.00	0.00	0.00	4.00

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"/>	KT	
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 Individuals receiving utility assistance	28,358	15,000	15,000	
2.					
3.					
+ - Measures for the Grant					
1.	Number of Households receiving utility assistance through the two grant components: Household Crisis and Utility Assistance	16,009	5,315	6,608	
Outcome Impact Description		Utility assistance provided by this program is used to address a household energy crisis situation or provide multiple term energy payments for the household in order to achieve energy self-sufficiency.			
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

Health and Human Services and Veterans Service is requesting Commissioners Court approval of a grant award for the Comprehensive Energy Assistance Program from the Texas Department of Housing and Community Affairs (TDHCA). The grant award is for \$ 2,637,219.

These funds will be used to assist low-income households with heating and cooling energy utility assistance, with priority given to those in predesignated special need categories. During a period where the grant contract between the grantor and the County were being negotiated, the Department requested and received approval to use General Fund monies to complete the ongoing needs of the program in the interim. Now that the grant award is complete, these funds will be reimbursed to the General Fund.

There are no indirect costs associated with this grant, no County match is required and no there is no commitment by the Court to fund services if funds are discontinued.

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?

The program assists low-income households with heating and cooling energy utility assistance with priority given in no particular order to elderly, persons with disabilities, households with a child 5 years of age or under, households with high energy burden and households with high energy consumption. This program funding helps in meeting the department's goal of achieving energy self-sufficiency for low-income families and individuals within Travis County. The CEAP program guidelines allow assistance for those households seeking utility assistance to address a crisis situation relating to household energy bills. The type of assistance may be to address the crisis energy situation or a multiple payment term of assistance may be used.

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

The department has been assisting households following these grant guidelines through approved permission to use the department's general fund totaling \$500,000 for direct services and through approved permission to continue requests for the four temporary employees in this grant.

The delay for the approval of this grant contract is due to negotiations between Travis County and TDHCA regarding the contract language. This version of the contract is the result of those negotiations.

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

No additional funds are required.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

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

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

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

Yes

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

N/A

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

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

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



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

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

DATE: April 15, 2013

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Acceptance of 2013 Comprehensive Energy Assistance Program (CEAP) Grant Contract

Proposed Motion: Consider and take appropriate action to approve the contract with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program Grant for 2013.

Summary and Staff Recommendation: Staff requests the acceptance of this contract from the Texas Department of Housing and Community Affairs. The grant funding will be \$2,637,219. The department has been assisting households following these grant guidelines through approved permission to use the department's general fund totaling \$500,000. The department has also received several approved permissions to continue for the four temporary employees in this grant.

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

Budgetary and Fiscal Impact: We will be able to use the CEAP funds for direct services, administration, and case management services. The funds for direct services will be budgeted in the corresponding indigent utility assistance GL accounts. No matching funds are required. The contract period is 01/01/13 through 12/31/13.

Background: The Health and Human Services & Veterans Service department has provided the CEAP program and its great value to the community for the past eighteen years. The department coordinates its efforts with other community resources such as faith-based organizations and local agencies providing services to low-income residents of Travis County to ensure residents will attain the assistance they are seeking.

Within the past year for this program, the department assisted 6,653 households within Travis County. The operation of this grant allows our department the ability to provide assistance to clients who are experiencing an energy-related hardship, and provide case management services to clients. The aim of such services, to assist clients in obtaining self-sufficiency, is consistent with the goal of the Travis County Health and Human Services and Veterans Service department.

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

cc: Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Budget Analyst Sr., Planning and Budget Office
Nicki Riley, CPA, Travis County Auditor
Patti Smith, Chief Assistant County Auditor
Kay Tindel, Auditor Analyst III, County Auditors Office
Cyd Grimes, C.P.M., C.P.P.O., Travis County Purchasing Agent
Jennifer Francis, Business Analyst, Purchasing Department
Mary Etta Gerhardt, Assistant County Attorney
Jim Lehrman, Division Director, Family Support Services

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58130001651 FOR THE
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

SECTION 1. PARTIES TO THE CONTRACT

This Comprehensive Energy Assistance Program Contract No. 58130001651 (the "Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (the "Department"), and Travis County, a political subdivision of the State of Texas (the "Subrecipient"), hereinafter the "Parties".

SECTION 2. CONTRACT PERIOD

The period for performance of this Contract, unless earlier terminated, is January 01, 2013 through December 31, 2013 (hereinafter the "Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, on an equitable basis throughout its service area, operate a Comprehensive Energy Assistance Program, (hereinafter the "CEAP"), in accordance with the Economic Opportunity Act of 1964 (Public Law 88-452), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. Sec. 8621 et seq.) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) (hereinafter the "LIHEAP Act"), Chapter 2306 of the Texas Government Code (hereinafter the "State Act"), the implementing State regulations under Title 10, Part 1, Chapter 5, Subchapters A and D of the Texas Administrative Code, as amended or supplemented from time to time (hereinafter the "State Rules"), the LIHEAP State Plan, Subrecipient's Service Delivery Plan as defined in the State Rules, the Department's guidance related to CEAP, all applicable state and federal regulations and the terms of this Contract. Subrecipient shall assist low-income households with priority being given in no particular order to elderly, persons with disabilities, households with a young child 5 years of age or under, households with high energy burden and households with high energy consumption. Subrecipient shall implement the CEAP in accordance with the Certifications attached hereto as Exhibit A, the Budget attached hereto as Exhibit B, the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Exhibit C, the Documentation of Disability requirements attached hereto as Exhibit D, and all such Exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth. Subrecipient shall perform direct services under this Contract beginning on January 7, 2013 and continuing until the end of the Contract Term in accordance with the State Rules, amended to be effective January 7, 2013.

SECTION 4. DEPARTMENT OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs for administrative expenditures and Assurance 16 activities as defined herein incurred by Subrecipient during the Contract Term and for the actual allowable costs for direct services incurred by Subrecipient on or after January 7, 2013, in the amount specified in Exhibit B, Budget, of this Contract.
- B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the Parties, and Subrecipient's overall compliance with the terms of this Contract.
- C. Department's obligations under this Contract are contingent upon the actual receipt of funds from the U.S. Department of Health and Human Services. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.
- D. Department is not liable for any cost incurred by Subrecipient which:
 - 1. is subject to reimbursement by a source other than Department;

2. is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this Contract;
 3. is for non-administrative services such as direct services incurred from January 1, 2013 to January 6, 2013;
 4. is not incurred during the Contract Term;
 5. is not reported to Department on a monthly expenditure or performance report within forty five (45) days following the end of the Contract Term; or
 6. is incurred for the purchase or permanent improvement of real property.
- E. Subrecipient shall refund, within fifteen (15) days of the Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract.
- F. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of
- \$2,637,219.00.**

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. Each month, Subrecipient may request an advance payment of CEAP funds under this Contract. As per the Uniform Grant Management Standards, 34 T.A.C. §20.421 et seq (herein "UGMS"), Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.
- B. Subrecipient shall establish procedures to minimize the time elapsing between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.
- C. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure report to the Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought.
- D. Subsection 4(A) notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds if (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this Contract; (4) Department's funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.
- E. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.
- F. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible clients of the CEAP and for allowable direct services incurred on or after January 7, 2013, and for allowable administrative expenditures and Assurance 16 activities defined below incurred during the Contract Term, including but not limited to training/travel expenditures and services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance (hereafter "Assurance 16 activities") as defined in the LIHEAP Act

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the UGMS. All references therein to "local government" shall be construed to mean Subrecipient.

- B. Uniform cost principles for political subdivisions are set forth in OMB Circular A-87 as implemented by 2 C.F.R. Part 225. Uniform administrative requirements for political subdivisions are set forth in OMB Circular A-102. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under Circular A-133 is \$500,000.
- C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the LIHEAP Act.
- D. Subrecipient may incur costs for activities associated with the closeout of the CEAP Contract for a period not to exceed forty five (45) days from the end of the Contract Term defined in Section 2 of this Contract.

SECTION 7. TERMINATION AND SUSPENSION

- A. Pursuant to §5.17 of the State Rules, Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract. If the Department determines that a Subrecipient has failed to comply with the terms of the Contract, or has failed to provide services that meet appropriate standards, goals, or other requirements established by the Department, Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing termination.
- B. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under CEAP, or a reduction in the original allocation of funds to Subrecipient.
- C. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.
- D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between Parties.
- E. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.

SECTION 8. ALLOWABLE EXPENDITURES

- A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 4 and the regulations set forth in the LIHEAP Act and the State Rules, subject to the limitations and exceptions set forth in this Section.
- B. CEAP funds may be used for administrative activities and Assurance 16 activities during the Contract Term as well as other allowable expenditures under this Contract such as direct services incurred on or after January 7, 2013 until the end of the Contract Term, and include the following:
 1. Conducting Assurance 16 activities, to include needs assessment, referrals, budget counseling, energy conservation education and assistance with energy vendors;
 2. Providing assistance to low income households in meeting their home energy costs;
 3. Intervening in energy crisis situations; or

4. Department-approved travel and training.

- C. CEAP funds allow up to 6% of the award amount to be utilized for administrative costs. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in Exhibit B of this Contract. Eligible administrative costs include costs related to staff performance of management, accounting and reporting activities.
- D. Administrative and Assurance 16 Activities funds as defined under and in accordance with the State Rules are earned through provision of direct services to clients. Subrecipient may choose to submit a final budget revision no later than forty five (45) days prior to the end of the Contract Term to use its administration and Assurance 16 activities funds for direct service categories; however, Subrecipient is still required to perform Assurance 16 activities.
- E. Subrecipient shall provide direct services to clients on or after January 7, 2013 and within sixty (60) days of receipt of funds under this Contract pursuant to §5.406(b) of the State Rules, effective January 7, 2013.

SECTION 9. RECORD KEEPING REQUIREMENTS

- A. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the UGMS, Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, _42.
- B. Open Records. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.
- C. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) four (4) years; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract by the Department, all records are property of the Department; however the Department shall allow Subrecipient to retain records for any audit or external investigation purposes.
- D. Subrecipient shall maintain a client file system to document direct services rendered. The direct services must be rendered on or after January 7, 2013. Each client file shall contain the following:
 - 1. Client application containing all Department requirements;
 - 2. Documentation/verification of client income for the thirty (30) days preceding their application for all household members eighteen (18) years and older, or Declaration of Income Statement (DIS) (if applicable). In order to use the DIS form, each subrecipient shall develop and implement a written policy and procedure on the use of the form, including policies requiring a client statement of efforts to obtain documentation of income with a notarized client signature; as outlined in § 5.407(e) of the State Rules.
 - 3. Copy of client's utility bill(s);
 - 4. Energy consumption history for previous twelve (12) months (all fuel types) (not applicable for Household Crisis);

5. Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);
 6. Documentation of benefits determination;
 7. Notice of Denial Form (if applicable);
 8. Right of appeal and procedures for denial or termination of services (if applicable);
 9. Any documentation required by directives;
 10. Priority rating form; and
 11. Case notes sufficient to document that Assurance 16 activity has occurred.
- E. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed.

SECTION 10. REPORTING REQUIREMENTS

- A. Subrecipient shall electronically submit to Department, no later than fifteen (15) days after the end of each month of the Contract Term, a Funding Report of all expenditures of funds and clients served under this Contract during the previous month. **These reports are due even if Subrecipient has no new activity to report during the month.**
- B. Subrecipient shall submit to Department, no later than forty five (45) days after the end of the Contract Term, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000 and /or a useful life of more than one year, if purchased in whole or in part with funds received under this Contract or previous CEAP contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with Energy Crisis funds on hand as of the last day of the Contract Term. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.
- C. Subrecipient shall electronically submit to Department, no later than forty five (45) days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within 45 days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.
- D. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives funds from Department over two or more Contract Terms, funds may be withheld or this Contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Contract Term.
- E. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the <https://www.sam.gov/portal/public/SAM/> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

SECTION 11. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated every two years.

SECTION 12. CHANGES AND AMENDMENTS

- A. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation.
- B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.
- C. Written requests for Contract amendment must be received by the Department by no later than forty five (45) days prior to the end of the Contract Term.

SECTION 13. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the UGMS, Common Rule, § .25 and OMB Circular A-102, Attachment, 2e.

SECTION 14. TECHNICAL ASSISTANCE AND MONITORING

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

SECTION 15. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor.

SECTION 16. PROCUREMENT STANDARDS

- A. For making procurements under this contract, Subrecipient shall comply with 45 C.F.R. Part 92, OMB Circular A-102, 10 T.A.C. §5.10, and all applicable federal, state, and local laws, regulations, and ordinances.
- B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

- C. Upon the termination or non-renewal of this Contract, Department may transfer title to any such property or equipment having a unit acquisition cost (the net invoice unit price of an item of equipment) of \$5,000 or more to itself or to any other entity receiving Department funding.

SECTION 17. SUBCONTRACTS

- A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 14.
- B. In no event shall any provision of this Section 17, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this section does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this section does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

SECTION 18. AUDIT

- A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:
1. Subrecipient expending \$500,000 or more in total Federal awards or \$500,000 in total state financial assistance shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of this Section 18, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;
 2. Sections 4 D (3) and (4) above notwithstanding, Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract.
 3. Subrecipient shall submit three (3) copies of such audit report and any associated management letter to the Department, two (2) copies of the audit report to Department's Compliance and Asset Oversight Division and one (1) copy of the audit report to the Department's Community Affairs Division within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subrecipient shall make audit report available for public inspection within thirty (30) days after receipt of the audit report(s). Audits performed under this Section are subject to review and resolution by Department or its authorized representative. Subrecipient shall submit such audit report to the Federal clearinghouse designated by OMB in accordance with OMB A-133.
 4. The audit report must include verification of all expenditures by budget category, in accordance with Exhibit B, Budget, of this Contract.
- B. The cost of auditing services for a Subrecipient expending less than \$500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.

- C. Subsection A of this Section 18 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performance rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and obtain any documents, materials, or information necessary to facilitate such audit.
- D. Subrecipient understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.
- E. Subrecipient shall facilitate the performance of such audit or audits conducted pursuant to this Section 18 as Department may require of Subrecipient.
- F. Subrecipient shall procure A-133 audit services through an open, competitive process at least once every five years. The auditor shall retain working papers and reports for a minimum of the three years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.
- G. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

SECTION 19. MANAGEMENT OF EQUIPMENT AND INVENTORY

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

SECTION 20. TRAVEL AND TRAINING

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circular A-87 and either its board-approved travel policy, or in the absence of such a policy, the State of Texas travel policies.

SECTION 21. BONDING AND INSURANCE REQUIREMENTS

- A. If Subrecipient will enter in to a construction or facility improvements contract with a third-party in the amount of \$25,000 of greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient will enter in to contract with a prime contractor in excess of \$100,000, a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of construction.
- B. Subrecipient shall maintain adequate personal injury and property damage liability insurance. Subrecipient is encouraged to obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

SECTION 22. LITIGATION AND CLAIMS

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

SECTION 23. LEGAL AUTHORITY

- A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.
- C. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 23.

SECTION 24. COMPLIANCE WITH LAWS

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

SECTION 25. PREVENTION OF WASTE, FRAUD, AND ABUSE

- A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.
- B. Subrecipient shall give Department reasonable access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.

- C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 26. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

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

SECTION 27. CONFLICT OF INTEREST/NEPOTISM

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

SECTION 28. POLITICAL ACTIVITY PROHIBITED

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

SECTION 29. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

- A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.

- B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- C. Subrecipient will include the substance of this Section 29 in all subcontracts.

SECTION 30. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

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

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

SECTION 31. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to, or provided through, Subrecipient had this Contract never been executed.

SECTION 32. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are not included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this Contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at www.sam.gov and including a copy of the results in its project files.

SECTION 33. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or inherently religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the HHS at 45 C.F.R. §87.2.

SECTION 34. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes

SECTION 35. NO WAIVER

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 36. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 37. ORAL AND WRITTEN AGREEMENTS

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

SECTION 38. SPECIAL CONDITIONS

- A. In order to achieve compliance with the LIHEAP Act, Subrecipient must coordinate with other energy related programs. Specifically, Subrecipient must make documented referrals to the local Weatherization Assistance Program subrecipient and the Lite Up Texas program administered by the Public Utility Commission of Texas
- B. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all households in the service area. Subrecipient shall provide elderly and disabled individuals the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 39. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with §5.405 the State Rules.

SECTION 40. USE OF ALCOHOLIC BEVERAGES

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

SECTION 41. FORCE MAJURE

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

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

SECTION 42. TIME IS OF THE ESSENCE

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

SECTION 43. COUNTERPARTS AND FACSIMILE SIGNATURES

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

SECTION 44. NUMBER, GENDER

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

SECTION 45. NOTICE

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

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael DeYoung
Telephone: (512)- 475-3950
Fax: (512) - 475-3935
michael.deyoung@tdhca.state.tx.us

As to Subrecipient:

Travis County
PO Box 1748
Austin, TX 78767
Attention: Sherri Fleming, County Executive
Telephone: (512) 854-4100 Fax: (512) 279-1608 Email: sherri.fleming@co.travis.tx.us

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 45.

SECTION 46. VENUE AND JURISDICTION

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

EXECUTED to be effective on :1/1/2013

Travis County
a political subdivision

By: _____ ON _____
Samuel T. Biscoe, Travis County Judge Date

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,

a public and official agency of the State of Texas

By:

Title: Its duly authorized officer or representative

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 58130001651 FOR THE FY 2013
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

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

Travis County,
a political subdivision

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Travis County
a political subdivision

By:

Samuel T. Biscoe, Travis County Judge

on

Date

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 58130001651 FOR THE FY 2013
 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
 (CFDA # 93.568)

**EXHIBIT B
 BUDGET**

Travis County,
 a political subdivision

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 2,637,219.00 CEAP FUNDS CURRENTLY AVAILABLE
\$ 1,200.00 TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	\$ 164,751.00	-
Assurance 16	\$ 175,891.00	-
Direct Services	\$ 2,295,377.00	-
TOTAL CEAP BUDGET	\$ 2,636,019.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 1,147,688.00	50.00
Utility Assistance	\$ 1,147,689.00	50.00
TOTAL DIRECT SERVICES	\$ 2,295,377.00	100.00

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

TRAVIS

Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6.2% of the contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of administrative costs for Assurance 16 Activities, must be paid with nonfederal funds.

Assurance 16 Activities costs will be the maximum allowable under the total State of Texas LIHEAP award but at least 6.6% of the contract expenditures excluding Training and Travel costs.

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

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

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 days prior to the end of the Contract Term.

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

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 58130001651 FOR THE FY 2013
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT C
PRWORA REQUIREMENTS

Travis County ,
a political subdivision

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

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

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

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. 58130001651 FOR THE FY 2013
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**EXHIBIT D
DOCUMENTATION OF DISABILITY**

Travis County,
a political subdivision

1. All CEAP purchases of portable heating/cooling units are allowable only for households "that include at least one member that is elderly, disabled, or a child aged 5 or younger when Subrecipient has met local weather crisis criteria, pursuant to 10 TAC 5.423(d)(4). No other reason for purchase, including medical reasons, shall be accepted. Notwithstanding the provisions under 10 TAC 10 TAC 5.402, 10 TAC 5.422(c), 10 TAC 5.422(d)(3), and 5.423(d)(4), under NO CIRCUMSTANCES should clients' medical information be collected or kept by Subrecipients.
2. Documentation of Disability must NOT include protected health information as defined in the Texas Health and Safety Code, Subtitle I, Chapter 181.