



Item 11

Travis County Commissioners Court Agenda Request

Meeting Date:

May 7, 2013

Prepared By/Phone Number:

Juanita Jackson

Elected/Appointed Official/Dept. Head:

Sherri E. Fleming,
County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action to approve the Interlocal Agreement between Travis County and the City of Austin to expand services in the Healthy Families Program with presentation.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Interlocal Agreement between Travis County and the City of Austin is designed to expand the county's Healthy Families Programs. The County provides home visiting and family support services and this agreement will allow the provision of these services in the City of Austin.

STAFF RECOMMENDATIONS:

Staff recommends approval of this proposed resolution.

ISSUES AND OPPORTUNITIES:

The Healthy Families project will expand the existing home visiting program by adding an additional unit of staff comprised of a supervisor and (2) home visitors. Due to the high rates of infant mortality and low birth weight prevalent in African-American families in Travis County, one of the goals of Healthy Families will be to address both of these issues by improving access to comprehensive services, reducing barriers to access, integrating services into the management and service delivery system that are culturally competent, family centered, strength based and relationship focused. Serving a higher percentage of African-American families will address the disparity of over representation of African-American families and children in the protective services system

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

FISCAL IMPACT AND SOURCE OF FUNDING:

City agrees to pay County for services rendered under this Agreement in accordance with the terms set. The maximum amount payable by City under this Agreement shall not exceed the amount approved by City Council. The FY13 amount for this agreement totals \$250,000

Contract Term: May 1, 2013 to April 30, 2014.

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt, Assistant County Attorney

Leslie Browder, County Executive, Planning and Budget Office

Cyd Grimes, C.P.M., Travis County Purchasing Agent

Nicki Riley, Travis County Auditor

Andrea Colunga-Bussey, Director, HHS Office of Children Services

Doris Edwards, HF Program Manager

Kathleen Hass, HHS Finance Manager

Diana Ramirez, Budget Analyst IV, Planning and Budget Office

Aerin Toussaint, Budget Analyst

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**healthy
families**
travis county

**Healthy Families Expansion Project
Interlocal Agreement
between the City of Austin and Travis County**

Presented to

Travis County Commissioner's Court

May 7, 2013

Presented by:

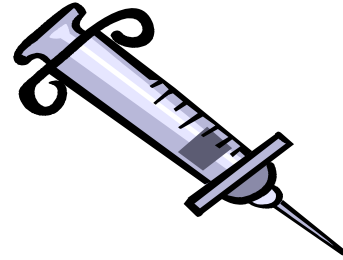
Doris Edwards, TC HHS/VS, Social Services Manager

Ron Hubbard, City of Austin



**healthy
families**
travis county

- Healthy Families Expansion Goal
 - Community and Program Impact
 - Address Unit's Objective
 - Additional Staffing



Fiscal Year 2011 Performance Outcomes:

- **0%** of families served have confirmed cases of child abuse or neglect
- **100% of children served** have a established medical care provider
- **97% of** children served are up to date with well child checks
- **98% of children served** are up to date with immunizations
- **97%** of children are functioning at developmentally appropriate age levels.

Healthy Families Travis County (HFTC) is nationally affiliated with Healthy Families America & Prevent Child Abuse America. This means that HFTC adheres to **best practice standards** in program operation to ensure the highest quality services for families.



Fiscal Year 2012 Performance Outcomes:

Families Served		Oct. - Dec.	Jan. - Mar.	Apr - June	July - Sep	Total YTD
Total unduplicated families served during quarter		158	168	164	160	178
Families completing program during quarter		3	2	3	7	3
Performance Measures	Target					
No confirmed child abuse or neglect	95%	99%	100%	99%	100%	100%
Established Medical Provider	100%	100%	100%	100%	100%	100%
Age-appropriate immunizations	90%	98%	100%	98%	99%	99%
Age-appropriate well child exams	95%	97%	100%	98%	99%	99%
Utilizing appropriate area resources	95%	100%	100%	100%	100%	100%
Age-appropriate child development	90%	97%	99%	100%	99%	98%
Eligible children utilizing ECI services	N/A	67%	100%	NA	100%	89%

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Q & A

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**AUSTIN CITY COUNCIL
MINUTES**

**REGULAR MEETING
THURSDAY, MARCH 21, 2013**

Invocation: John Atkinson, Lead Pastor, The Edge Community Church

The following represents the actions taken by the Austin City Council in the order they occurred during the meeting. While the minutes are not in sequential order, all agenda items were discussed. The City Council of Austin, Texas, convened in a regular meeting on Thursday, March 21, 2013 in the Council Chambers of City Hall, 301 West Second Street, Austin, Texas.

Mayor Leffingwell called the Council Meeting to order at 10:08 a.m.

CONSENT AGENDA

The following items were acted on by one motion.

1. Approve the minutes of the Austin City Council work session of March 5, 2013 and regular meeting of March 7, 2013.
The minutes from the City Council work session of March 5, 2013 and regular meeting of March 7, 2013 were approved on consent on Council Member Martinez’ motion, Council Member Morrison’s second on a 7-0 vote.
2. Approve a resolution appointing two new individuals to the stakeholders group of the Executive Management Committee of the Austin-LCRA Water Partnership in accordance with the Supplemental Water Supply Agreement between the City and LCRA.
Resolution No. 20130321-002 was approved on consent on Council Member Martinez’ motion, Council Member Morrison’s second on a 7-0 vote.
3. Authorize execution of an amendment to the cost reimbursement agreement with MAK Marshall Ranch, L.P., assigned to D 71, L.P., to modify the project scope by adding approximately 1,600 linear feet of 24-inch water main to the project located along East State Highway 71 east of Ross Road.
The motion authorizing the execution of an amendment to the cost reimbursement agreement with MAK Marshall Ranch, L.P. was approved on consent on Council Member Martinez’ motion, Council Member Morrison’s second on a 7-0 vote.
4. Authorize execution of a construction contract with SMITH CONTRACTING CO., INC., for Polygon 337 Water Rehabilitation Waterline Replacement Project in the amount of \$4,513,888 plus a \$225,694.40 contingency, for a total contract amount not to exceed \$4,739,582.40. (Notes: This contract will be awarded in compliance with Chapter 2-9A of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 11.70% MBE and 2.35% WBE subcontractor participation.)

The motion authorizing the execution of a construction contract with Smith Contracting Co., Inc. was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.

5. Authorize execution of a construction contract with GREEN CONSTRUCTOR GROUP, LLC, (WBE/FW-52.01%) for the Oak Valley Road/Old Manchaca Road Waterline Rehabilitation in the amount of \$326,169.30 plus a \$32,616.93 contingency, for a total contract amount not to exceed \$358,786.23. (Notes: This contract will be awarded in compliance with City Code Chapter 2-9A (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 13.35% MBE subcontractor participation and 52.01% WBE prime participation.)
This item was withdrawn on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.
6. Authorize execution of a construction contract with R.S. ELLIS, INC. DBA SOUTHWEST CORPORATION, for Austin Convention Center Electrical Upgrade 2013 in the amount of \$1,112,922 plus a \$166,938.30 contingency, for a total contract amount not to exceed \$1,279,860.30. (Notes: This contract will be awarded in compliance with Chapter 2-9A of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program) through the achievements of Good Faith Efforts with 11.05% MBE and 0.41% WBE subcontractor participation.)
The motion authorizing the execution of a construction contract with R.S. Ellis, Inc. doing business as Southwest Corporation was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.
7. Authorize execution of change order #4 to the construction contract with TEXAS SOLAR POWER COMPANY (MBE/MH-96.30%) for the restoration of a solar array at the Decker Creek Power Station in the amount of \$53,872.45, for a total contract amount not to exceed \$1,056,370.25. (Notes: This contract was awarded in compliance with Chapter 2-9A of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program) with 96.30% MBE prime participation and 3.70% WBE subcontractor participation to date including this change order.) Recommended by the Electric Utility Commission and the Resource Management Commission.
The motion authorizing the execution of change order number four to the construction contract with Texas Solar Power Company was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.
8. Authorize execution of a construction contract with BLASTCO TEXAS, INC., for the Anderson Mill Reservoir Improvements project in the amount of \$1,953,747.00 plus a \$195,374.70 contingency for a total contract amount not to exceed \$2,149,121.70. (Notes: This contract will be awarded in compliance with Chapter 2-9A of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program) through the achievement of Good Faith Efforts with 12.65% MBE and 18.02% WBE subcontractor participation.)
The motion authorizing the execution of a construction contract with Blastco Texas, Inc., was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.
9. Authorize execution of a construction contract with LAYNE HEAVY CIVIL, INC., for the Martin Hill Transmission Main Project in the amount of \$17,242,228.75 plus a \$1,724,222.87 contingency, for a total contract amount not to exceed \$18,966,451.62. (Notes: This contract will be awarded in compliance with Chapter 2-9A of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program) through the achievement of Good Faith Efforts with 3.53% MBE and 12.73% WBE subcontractor participation.)
The motion authorizing the execution of a construction contract with Layne Heavy Civil, Inc., was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.

Item 10 was pulled for discussion.

11. Approve an ordinance amending the Fiscal Year 2012-2013 Economic Growth and Redevelopment Services Office Operating Budget Special Revenue Fund Ordinance No. 20120910-001 to adopt a budget for the Austin Downtown Public Improvement District, with a beginning balance of \$318,523, revenue of \$3,271,980, and requirements of \$3,271,980.
Ordinance No. 20130321-011 was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 6-0 vote. Mayor Pro Tem Cole recused herself.
12. Approve the revised Artwork Donation and Loan Policy that will be administered by the Cultural Arts Division of the Economic Growth and Redevelopment Services Office and implemented citywide by various departments to manage the process of reviewing and accepting proposed artwork donations and loans to the City.
The motion to approve the revised artwork donation and loan policy was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.
13. Approve an ordinance amending the Fiscal Year 2012-2013 Financial Services Department Capital Budget (Ordinance No. 20120910-002) to appropriate \$2,575,000 for the purchase of various equipment, such as emergency-related equipment, vehicles, grounds maintenance equipment, and body armor. Related to Item #14.
Ordinance No. 20130321-013 was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.
14. Approve a resolution declaring the City of Austin's official intent to reimburse itself from Contractual Obligations in the amount of \$2,575,000 for the purchase of various equipment, such as emergency-related equipment, vehicles, grounds maintenance equipment, and body armor. Related to Item #13.
Resolution No. 20130321-014 was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.
15. Approve an ordinance authorizing acceptance of \$37,596 in grant funds from the TEXAS DEPARTMENT OF STATE HEALTH SERVICES, and amending the Fiscal Year 2012-2013 Health and Human Services Department Operating Budget Special Revenue Fund (Ordinance No. 20120910-001) to appropriate \$37,596 for programs authorized under the Texas Health and Safety Code: Office of Public Health Practice Program, HIV Surveillance Control Program, Sexually Transmitted Disease Control, Refugee Health Screening Program, Tuberculosis (TB) Prevention and Control Federal Program, TB Prevention and Control State Program, Public Health Emergency Preparedness Program, Immunization Program and Influenza Incidence Surveillance project.
Ordinance No. 20130321-015 was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.
16. Authorize negotiation and execution of an interlocal agreement for early childhood services with TRAVIS COUNTY for a 12-month term in an amount of \$250,000, for a total contract amount not to exceed \$250,000.
The motion authorizing the negotiation and execution of an interlocal agreement for early childhood services with Travis County was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.
17. Authorize negotiation and execution of an amendment to the 12-month social service contract with RIVER CITY YOUTH FOUNDATION, for an increase in an amount not to exceed \$73,000, for a total 12-month contract amount not to exceed \$146,000 for the period beginning October 1, 2012 through September 30, 2013, for youth services in the 78744 zip code area.

The motion authorizing the negotiation and execution of an amendment to the social service contract with River City Youth Foundation was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.

18. Authorize negotiation and execution of a legal services contract with Thompson & Knight, L.L.P. Austin, Texas, for legal services related to the Seaholm redevelopment, in the amount of \$60,000 for a total contract amount not to exceed \$60,000.
The motion authorizing the negotiation and execution of a legal services contract with Thompson & Knight L.L.P. was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.
19. Authorize the negotiation and execution of all documents and instruments necessary or desirable to purchase approximately 2.005 acres of land in fee simple and to acquire 11,582 square feet of land for an electrical distribution utility easement, 25,255 square feet of land for a water line and access easement, and 16,534 square feet of land for a temporary working space easement, all located at 2801 Montopolis Drive, in Austin, Travis County, Texas, from PRAXAIR DISTRIBUTION INC., for the construction of the Montopolis water reclamation tank and pump station in an amount not to exceed \$283,958.
The motion authorizing the negotiation and execution of all documents and instruments necessary or desirable to purchase land from Praxair Distribution Inc. was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.
20. Approve an exemption under City Code Section 10-6-3(11) to authorize two temporary designated smoking areas at Auditorium Shores on April 19-21, 2013, for the Austin Reggae Festival.
The motion to approve an exemption to authorize two temporary designated smoking areas at Auditorium Shores on April 19-21, 2013 was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.
21. Approve an exemption under City Code Section 10-6-3(11) to authorize two temporary designated smoking areas at Auditorium Shores on March 29 and 30 2013, for the Urban Music Festival.
The motion to approve an exemption to authorize two temporary designated smoking areas at Auditorium Shores on March 29 and 30, 2013 was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.

Item 22 was pulled to be heard at a time certain of 4:00 p.m.

23. Authorize award and execution of a 24-month requirements service contract with AMERICAN FACILITY SERVICES, INC., to provide janitorial services at six Austin Water Utility facilities in an estimated amount not to exceed \$582,460, with two 12-month extension options in an estimated amount not to exceed \$291,230, per extension option, for a total estimated contract not to exceed \$1,164,920. (Notes: This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore no goals were established for this solicitation.)
The motion authorizing the award and execution of a requirements service contract with American Facility Services, Inc. was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.
24. Authorize award and execution of a 24-month requirements supply contract with ELXSI dba as CUES, INC. for Cues repair parts for the Austin Water Utility in an estimated amount not to exceed \$140,000, with two 24-month extension options in an estimated amount not to exceed \$140,000 per extension option, for a total estimated contract amount not to exceed \$420,000. (Notes: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore no goals were established for this solicitation.)

The motion authorizing the award and execution of a requirements supply contract with ELXSI doing business as Cues, Inc. was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.

25. Authorize award, negotiation, and execution of a contract with METRO AVIATION, INC. to provide helicopter completion services for the Austin Police Department in an estimated amount not to exceed \$1,178,560. (Notes: This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation.)

The motion authorizing the award, negotiation and execution of a contract with Metro Aviation, Inc. was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 6-1 vote. Council Member Spelman voted nay.

26. Authorize award and execution of a 36-month requirements supply contract with WHEELED COACH INDUSTRIES for original equipment manufacturer repair parts for Wheeled Coach Ambulances in an estimated amount not to exceed \$270,963, with three 12-month extension options in an estimated amount not to exceed \$99,398 for the first option, \$104,318 for the second option, and \$109,484, for the third option for a total estimated contract amount not to exceed \$584,163. (Notes: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation.)

The motion authorizing the award and execution of a requirements supply contract with Wheeled Coach Industries was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.

Item 27 was pulled for discussion.

28. Authorize award and execution of a 36-month requirements service contract with TIBH INDUSTRIES, INC. to provide landscape maintenance services for the Austin Water Utility Department in an estimated amount not to exceed \$877,728, with three 12-month extension options in an estimated amount not to exceed \$292,576 per option, for a total estimated contract amount not to exceed \$1,755,456. (Notes: This Interlocal Agreement is exempt from the MBE/WBE Ordinance. This exemption is in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this contract.)

The motion authorizing the award and execution of a requirements service contract with TIBH Industries, Inc. was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.

29. Authorize award, negotiation, and execution of a 12-month requirements service contract with CORIX UTILITIES, or the other qualified offeror to RFP No. OPJ0103, to provide manual meter reading and other related services for Austin Energy and the Austin Water Utility, in an estimated amount not to exceed \$3,600,000, with four 12-month extension options in an estimated amount not to exceed \$3,600,000 per extension option, for a total estimated contract amount not to exceed \$18,000,000. (Notes: This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation.) Recommended by the Electric Utility Commission.

The motion authorizing the award, negotiation and execution of a requirements service contract with Corix Utilities was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.

- 30. Authorize award, negotiation, and execution of a 24-month requirements service contract with LANGUAGE & CONTENT SERVICES, or one of the other qualified offerors to RFP No. TVN0019, to provide Spanish translation services in an estimated amount not to exceed \$140,000, with two 12-month extension options in an estimated amount not to exceed \$70,000 per extension option, for a total estimated contract amount not to exceed \$280,000. (Notes: This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation.) Recommended by the Electric Utility Commission.
The motion authorizing the award, negotiation and execution of a requirements service contract with Language & Content Services was approved on consent on Council Member Martinez’ motion, Council Member Morrison’s second on a 7-0 vote.

- 31. Approve issuance of a street event permit under City Code Chapter 14-8 for the Art City Austin Festival, a fee-paid event which is to be held on Saturday, April 13, 2013 from 10:00 a.m. to 6:00 p.m. and Sunday, April 14, 2013 from 11:00 a.m. to 6:00 p.m.
The motion to approve the issuance of a street event permit for the Art City Austin Festival was approved on consent on Council Member Martinez’ motion, Council Member Morrison’s second on a 7-0 vote.

- 32. Approve appointments and certain related waivers to citizen boards and commissions, to Council subcommittees and other intergovernmental bodies and removal and replacement of members.
The following appointments and waivers were approved on consent on Council Member Martinez’ motion, Council Member Morrison’s second on a 7-0 vote.

Nominations

Board/Nominee

Nominated by

Commission on Veterans Affairs
Bill McLellan

Mayor Leffingwell

Community Development Commission
Brian Walters

Mayor Leffingwell

Waivers

Approve a waiver of the residency requirement in Section 2-1-21 of the City Code for Bill McLellan’s appointment to the Commission on Veterans Affairs.

- 33. Approve an ordinance waiving additional rental fees for the 2013 Bengali New Year Festival sponsored by the Bangladesh Association of Greater Austin which is to be held Saturday, April 20, 2013 at Fiesta Gardens. (Notes: SPONSOR: Council Member Laura Morrison CO 1: Council Member Mike Martinez CO 2: Council Member Kathie Tovo)
Ordinance No. 20130321-033 was approved on consent on Council Member Martinez’ motion, Council Member Morrison’s second on a 7-0 vote.

- 34. Approve an ordinance waiving certain fees for the 15th Annual Mighty Texas Dog Walk which is to be held on Saturday, March 23, 2013, at Auditorium Shores. (Notes: SPONSOR: Council Member Mike Martinez CO 1: Mayor Lee Leffingwell CO 2: Council Member Laura Morrison)
Ordinance No. 20130321-034 was approved on consent on Council Member Martinez’ motion, Council Member Morrison’s second on a 7-0 vote.

Items 35 and 36 were pulled for discussion.

37. Approve an ordinance encouraging support of the Lemonade Day Austin 2013 event on Sunday, May 5, 2013 taking place City-wide, waiving the requirement and fees for a temporary food permit under City Code Chapter 10-3 and waiving the requirement and fees for a license agreement under City Code Chapter 14-11. (Notes: SPONSOR: Mayor Lee Leffingwell CO 1: Council Member Mike Martinez CO 2: Council Member Kathie Tovo)
Ordinance No. 20130321-037 was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.
38. Approve an ordinance waiving certain fees for the HONK!TX event which is to be held March 22 - 24, 2013 at the Adams-Hemphill and Pan Am Parks; and declaring an emergency. (Notes: SPONSOR: Council Member Chris Riley CO 1: Mayor Pro Tem Sheryl Cole)
Ordinance No. 20130321-038 was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.
39. Approve an ordinance reimbursing certain fees for the Saving America's Black Boys Solutions Summit National Campaign launch sponsored by the Portland Development Commission which was held Tuesday, March 5, 2013, at the George Washington Carver Museum and Cultural Center. (Notes: SPONSOR: Mayor Pro Tem Sheryl Cole CO 1: Council Member Kathie Tovo CO 2: Mayor Lee Leffingwell)
Ordinance No. 20130321-039 was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.

Items 40 and 41 were pulled for discussion.

42. Approve a resolution supporting HJR 138 and HB 3348, allowing for a local-option flat-tax exemption to ad valorem taxes by local governments, and directing the City Manager to add support of HJR 138 and HB 3348 to the City's legislative agenda. (Notes: SPONSOR: Council Member Laura Morrison CO 1: Council Member Mike Martinez)
Resolution No. 20130321-042 was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.
43. Approve an ordinance amending City Code Section 2-1-164 relating to the Municipal Civil Service Commission. (Notes: SPONSOR: Mayor Pro Tem Sheryl Cole CO 1: Council Member Laura Morrison CO 2: Council Member William Spelman)
Ordinance No. 20130321-043 was approved on consent on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.
44. Approve a resolution initiating a City Code amendment to codify the downtown density bonus program as related to the central urban redevelopment (CURE) combining district, directing the manager to process the amendment, and establishing the policy that the City Council will use the adopted Downtown Austin Plan bonus program as guiding principles to review future CURE zoning requests when exercising its discretionary zoning authority. (Notes: SPONSOR: Council Member Kathie Tovo CO 1: Council Member Laura Morrison)
This item was postponed on consent to March 28, 2013 on Council Member Martinez' motion, Council Member Morrison's second on a 7-0 vote.
45. Approve a resolution amending the City's legislative agenda to support reinstating pre-2012 funding levels for Women's Preventive Health and Family Planning Services and to endorse the inclusion of unbiased, scientifically founded information in the Women's Right to Know pamphlet published by the Texas Department of State Health Services. (Notes: SPONSOR: Council Member Laura Morrison CO 1: Council Member Mike Martinez CO 2: Mayor Pro Tem Sheryl Cole)

Resolution No. 20130321-045 was approved on consent on Council Member Martinez’ motion, Council Member Morrison’s second on a 7-0 vote.

- 46. Approve a resolution supporting land grants for Austin's downtown historic squares and amending the City's Legislative Agenda to reflect that support. (Notes: SPONSOR: Mayor Pro Tem Sheryl Cole CO 1: Mayor Lee Leffingwell CO 2: Council Member Chris Riley)

Resolution No. 20130321-046 was approved on consent on Council Member Martinez’ motion, Council Member Morrison’s second on a 7-0 vote.

- 47. Approve a resolution amending the City's legislative agenda to support reinstating prior years funding levels for local air quality programs and redistributing inspection and maintenance funds to counties based on the program's intended purpose. (Notes: SPONSOR: Council Member Chris Riley CO 1: Council Member Kathie Tovo CO 2: Council Member William Spelman)

Resolution No. 20130321-047 was approved on consent on Council Member Martinez’ motion, Council Member Morrison’s second on a 7-0 vote.

- 48. Set a public hearing to consider an ordinance regarding floodplain variances to demolish the existing single-family house at 4515 Speedway and construct a new two story duplex. This request is made by the owner of the property, which is partially in the 25-year floodplain and entirely in the 100-year floodplain of Waller Creek. (Suggested date and time: March 28, 2013, 4:00 p.m., at Austin City Hall, 301 West Second Street, Austin, TX)

The public hearing was set on consent for March 28, 2013 at 4:00 p.m. at City Hall, 301 West Second Street, Austin, TX on Council Member Martinez’ motion, Council Member Morrison’s second on a 7-0 vote.

Items 49 and 50 were action items with closed public hearings

Items 51 and 52 were briefing items set for 10:30 a.m.

Items 53 through 56 were Executive Session items.

Items 57 through 64 were zoning items set for 2:00 p.m.

Items 65 through 70 were public hearing items set for 4:00 p.m.

ACTION ON ITEMS WITH CLOSED PUBLIC HEARINGS

- 49. Approve second and third readings of an ordinance amending City Code Chapter 25 pertaining to downtown off-street parking and loading requirements. THE PUBLIC HEARING FOR THIS ITEM WAS HELD AND CLOSED ON FEBRUARY 28, 2013.

The motion to approve the ordinance was made by Council Member Spelman and seconded by Mayor Pro Tem Cole.

There was a friendly amendment made by Council Member Riley to have part 5 and 6 read as follows. The amendment was accepted by the maker of the motion and Mayor Pro Tem Cole, who made the second.

“Part 5 (A)(4) except for off-site accessory parking in the central business district (CBD) and downtown mixed use (DMU) zoning districts.”

“Part 6 (C) The maximum number of parking spaces allowed under Subsection (B)(3) of this section:

- (1) Shall be increased by the director if all parking spaces are contained in a parking structure and the total number of parking spaces to be provided is less than 110% of the number of**

- parking spaces established in Appendix A (Tables of Off-Street Parking and Loading Requirements);
- (2) May be increased by the director if all parking spaces are contained in a parking structure and the total number of parking spaces to be provided is greater than 110% of the number of parking spaces established in Appendix A (Tables of Off-Street Parking and Loading Requirements);
 - (3) May be increased by the Land Use Commission if the criteria in Section 25-6-501 (D)(Off-Site Parking Allowed) are satisfied.”

There was a friendly amendment made by Council Member Morrison to have Part 6(B)(2) read, “Off-street motor vehicle parking for persons with disabilities must be provided for a use that occupies 6,000 square feet or more of floor space under the requirements of this subsection, regardless of whether any other parking is provided on the site.” The amendment was accepted by the maker of the motion and Mayor Pro Tem Cole, who made the second.

There was a friendly amendment made by Council Member Riley to approve the item on second reading only. The amendment was accepted by the maker of the motion and Mayor Pro Tem Cole, who made the second.

Direction was given to staff by Council Member Morrison to provide a potential amendment to Council to capture “if the amount of required parking provided is between 0% to 20% a minimum amount of 20% would automatically be provided for disabled parking.”

There was an amendment made by Council Member Morrison and second by Council Member Tovo to have Part 7, Section 25-6-592(C)(2) read, “A vehicle may not park in the alley for loading and unloading.” The amendment failed on a vote of 2-5. Those voting aye were: Council Members Morrison and Tovo. Those voting nay were: Mayor Leffingwell, Mayor Pro Tem Cole and Council Members Martinez, Riley and Spelman.

Direction was given to staff by Council Member Tovo to draft language for Part 7, Section 25-6-592(C)(2) to create a sunset period for Council to evaluate on third reading.

The second reading of the ordinance with the friendly amendments and direction listed above was approved on Council Member Spelman’s motion, Mayor Pro Tem Cole’s second on a 7-0 vote.

DISCUSSION ITEMS

35. Approve a resolution directing the City Manager to negotiate and execute a five year contract with RunTex Foundation to produce the Trail of Lights. (Notes: SPONSOR: Mayor Lee Leffingwell CO 1: Council Member Chris Riley CO 2: Council Member Kathie Tovo)
Resolution No. 20130321-035 was approved on Council Member Martinez’ motion, Council Member Morrison’s second on a 7-0 vote.

ACTION ON ITEMS WITH CLOSED PUBLIC HEARINGS CONTINUED

50. Approve third reading of an ordinance renewing a non-emergency transfer franchise to American Medical Response of Texas, Inc. under City Code Chapter 10-2. THE PUBLIC HEARING FOR THIS ITEM WAS HELD AND CLOSED ON JANUARY 17, 2013.
Ordinance No. 20130321-050 was approved on Council Member Spelman’s motion, Council Member Martinez’ second on a 7-0 vote.

MORNING BRIEFINGS

- 51. Briefing on Parking Reduction Incentive Pilot Program.
The presentation was made by George Zapalac, Development Services Manager, Planning and Development Review Department.
- 52. Briefing on Air Quality Program Recommendations.
The presentation was made by Robert Spillar, Transportation Director and Pharr Andrews, Environmental Program Coordinator for Austin Transportation Department.

DISCUSSION ITEMS CONTINUED

- 36. Approve execution of an amendment to the CAMPO Joint Powers Agreement relating to organization and voting membership. (Notes: SPONSOR: Mayor Lee Leffingwell CO 1: Council Member Chris Riley CO 2: Mayor Pro Tem Sheryl Cole)
The motion authorizing the execution of an amendment to the CAMPO Joint Powers Agreement was approved on Council Member Spelman’s motion, Mayor Pro Tem Cole’s second on a 6-1 vote. Council Member Riley voted nay.

CITIZEN COMMUNICATIONS: GENERAL

Karen Hadden - No unelected Board for Austin Energy.

John Mayes - I would like to bring to your attention a development application processing issue for residential property at 3715 Westlake Dr.

David Cancialosi - 3715 Westlake Dr. development application processing issue.

Kaiba White - Austin Energy Governance.

Lauren Ross - The proposal to create an independant board for Austin Energy.

Carol Biedrzycki - Unelected Austin Energy Board Disenfranchises Citizen-Owners.

James Casey - Keep Austin Energy accountable.

Amanda Haas - Utility governance. **Not present when name was called.**

Alice Canestaro-Garcia - Utility Governance.

Ben Ogbodiogwu - Samsco funding cut by the COA.

Mayor Leffingwell recessed the Council Meeting to go into Executive Session at 12:37 p.m.

EXECUTIVE SESSION

The City Council went into Executive Session, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel, to discuss matters of land acquisition, litigation, and personnel matters as specifically listed on this agenda and to receive advice from Legal Counsel regarding any other item on this agenda.

- 53. Discuss legal issues related to Open Government matters (Private consultation with legal counsel - Section 551.071).
This item was withdrawn.

54. Discuss legal issues related to the November 6, 2012 election (Private consultation with legal counsel - Section 551.071).
55. Discuss legal issues related to Cause No. D-1-GN-13-000688; Texas Retailers Association v. City of Austin; in the District Court of Travis County, 53rd Judicial District (Private consultation with legal counsel - Section 551.071).
56. Discuss legal issues related to Ordinance No. 20110629-003 and White Lodging Services Corporation's development of J.W. Marriot Hotel (Private consultation with legal counsel - Section 551.071).

Executive Session ended and Mayor Leffingwell called the Council Meeting back to order at 2:52 p.m.

ZONING CONSENT ITEMS

The following zoning items were acted on by one motion. No separate action occurred on any of the items.

57. NPA-2011-0025.03 - 7401 West U.S. 290 Hwy (Oak Hill Heights Commercial) - Approve second/third readings of an ordinance amending Ordinance No. 20081211-096, the Oak Hill Combined Neighborhood Plan, an element of the Austin Imagine Comprehensive Plan, to change the land use designation on the future land use map (FLUM) on property locally known as 7401 West U.S. 290 Highway (Williamson Creek Watershed-Barton Creek Zone) from Office use to Commercial use. On February 9, 2012, City Council approved first reading to change the future land use map to Commercial use. Vote: 4-3, Council Members Morrison, Riley and Tovo voted nay. Owner/Applicant: Jimmy Nassour. Agent: Alice Glasco Consulting (Alice Glasco). City Staff: Maureen Meredith, 974-2695.
Ordinance No. 20130321-057 to change the land use designation on the future land use map (FLUM) to Commercial use was approved on consent on Council Member Spelman's motion, Council Member Martinez' second on a 7-0 vote.
58. C14-2011-0146 - Oak Hill Heights Commercial - Approve second/third readings of an ordinance amending Chapter 25-2 of the Austin City Code by rezoning property locally known as 7401 West U.S. 290 Highway (Williamson Creek Watershed-Barton Springs Zone) from limited office-neighborhood plan (LO-NP) combining district zoning to neighborhood commercial-conditional overlay-neighborhood plan (LR-CO-NP) combining district zoning, as amended. First Reading approved for community commercial-neighborhood plan (GR-CO-NP) combining district zoning on February 9, 2012. Vote: 4-3, Council Members Morrison, Riley and Tovo voted nay. Owner/Applicant: Jimmy Nassour. Agent: Alice Glasco Consulting (Alice Glasco). City Staff: Wendy Rhoades, 974-7719.
Ordinance No. 20130321-058 for neighborhood commercial-conditional overlay-neighborhood plan (LR-CO-NP) combining district zoning was approved on consent on Council Member Spelman's motion, Council Member Martinez' second on a 7-0 vote.
59. C14-2012-0146.SH - 1044 Norwood Park Blvd. - Approve second/third readings of an ordinance amending Chapter 25-2 of the Austin City Code by rezoning property locally known as 1044 Norwood Park Boulevard (Little Walnut Creek Watershed) from community commercial-conditional overlay-neighborhood plan (GR-CO-NP) combining district zoning to commercial highway services-conditional overlay-neighborhood plan (CH-CO-NP) combining district zoning. First reading approved on March 7, 2013. Vote: 7-0. Owner: DBSI Village at Norwood, LLC (Conrad Myers). Agent: Conley Engineering, Inc. (Carl Conley). City Staff: Heather Chaffin, 974-2122.
This item was postponed on consent to March 28, 2013 at the staff's request on Council Member Spelman's motion, Council Member Martinez' second on a 7-0 vote.
60. C14-2012-0028 - 3rd & Colorado - Approve second/third readings of an ordinance amending Chapter 25-2 of the Austin City Code by rezoning property locally known as 301 and 311 Colorado Street, and 114 West 3rd Street (Town Lake Watershed) from central business district-central urban redevelopment

district (CBD-CURE) combining district zoning to central business district-central urban redevelopment district (CBD-CURE) combining district zoning, to change a condition of zoning. First reading approved on August 16, 2012. Vote 7-0. Applicant: S/H Austin Partnership (John Beauchamp). Agent: Winstead, P.C. (Stephen O. Drenner). City Staff: Clark Patterson, 974-7691.

This item was postponed on consent to April 11, 2013 at the applicant's request on Council Member Spelman's motion, Council Member Martinez' second on a 7-0 vote.

61. C14-2008-0159(RCA) - 3rd & Colorado - Conduct a public hearing and approve an ordinance amending Chapter 25-2 of the Austin City Code by rezoning property locally known as 301 and 311 Colorado Street, and 114 West 3rd Street (Town Lake Watershed) to amend a portion of the Restrictive Covenant as it relates to certain uses and development standards. Staff Recommendation: To grant an amendment to a portion of the Restrictive Covenant. Planning Commission Recommendation: To grant an amendment to a portion of the Restrictive Covenant. Applicant: S/H Austin Partnership (John Beauchamp). Agent: Winstead, P.C. (Stephen O. Drenner). City Staff: Clark Patterson, 974-7691.

This item was postponed on consent to April 11, 2013 at the applicant's request on Council Member Spelman's motion, Council Member Martinez' second on a 7-0 vote.

62. C14-75-085(RCT) - Wells Fargo - Enfield #1 - Conduct a public hearing to terminate a restrictive covenant as it relates to certain uses on property locally known as 605 West 15th Street (Town Lake Watershed). Staff Recommendation: To grant the restrictive covenant termination. Planning Commission Recommendation: To grant the restrictive covenant termination. Applicant: Well Fargo Bank, N. A. (Joe Zafareo). Agent: Brown McCarrol, L.P.P. (Jerry Harris). City Staff: Clark Patterson, 974-7691.

The public hearing was conducted and the motion to close the public hearing and terminate the restrictive covenant was approved on consent on Council Member Spelman's motion, Council Member Martinez' second on a 7-0 vote.

63. C14-84-056(RCT) - Wells Fargo - Enfield #2 - Conduct a public hearing to terminate a restrictive covenant as it relates to certain uses on property locally known as 605 West 15th Street (Town Lake Watershed). Staff Recommendation: To grant the restrictive covenant termination. Planning Commission Recommendation: To grant the restrictive covenant termination. Applicant: Well Fargo Bank, N. A. (Joe Zafareo). Agent: Brown McCarrol, L.P.P. (Jerry Harris). City Staff: Clark Patterson, 974-7691.

The public hearing was conducted and the motion to close the public hearing and terminate the restrictive covenant was approved on consent on Council Member Spelman's motion, Council Member Martinez' second on a 7-0 vote.

64. C14-2012-0158 - 7311 Decker Lane - Conduct a public hearing and approve an ordinance amending Chapter 25-2 of the Austin City Code by rezoning property locally known as 7311 Decker Lane (Elm Creek Watershed) from multi-family residence-medium density-conditional overlay (MF-3-CO) combining district zoning and community commercial (GR) district zoning to general commercial services (CS) district zoning. Staff Recommendation: To grant general commercial services-conditional overlay (CS-CO) combining district zoning. Zoning and Platting Commission Recommendation: To grant general commercial services-conditional overlay (CS-CO) combining district zoning. Owner: SAFA Trading Establishment, Inc. (Adam Ahmad). Agent: Land Strategies, Inc. (Paul W. Linehan). City Staff: Heather Chaffin, 974-2122.

The public hearing was conducted and the motion to close the public hearing and adopt Ordinance No. 20130321-064 for general commercial services-conditional overlay (CS-CO) combining district zoning was approved on consent on Council Member Spelman's motion, Council Member Martinez' second on a 7-0 vote.

DISCUSSION ITEMS CONTINUED

40. Approve a resolution directing the City Manager to provide options and a proposed timeframe for conducting a preliminary study of downtown alleys and stating the policy that the Council shall refrain

from amending the City Code regarding downtown alleys and shall carefully consider alley vacations until the study has been completed and reviewed. (Notes: SPONSOR: Council Member Kathie Tovo CO 1: Council Member Laura Morrison)

Resolution No. 20130321-040 was approved on Council Member Tovo's motion, Council Member Morrison's second on a 6-1 vote. Mayor Leffingwell voted nay.

There was a friendly amendment made by Council Member Spelman to include the following wording in the second Be it Further Resolved of the resolution. The language should read, "shall carefully consider any future alley vacations." The amendment was accepted by the maker of the motion and Council Member Morrison, who made the second.

27. Authorize award and execution of a contract through the Texas Multiple Award Schedule with SWCA ENVIRONMENTAL CONSULTANTS for the purchase of services to survey and inventory golden-cheeked warbler and black-capped vireo birds for Austin Water Utility in an amount not-to-exceed \$105,380. (Notes: This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation.)
The motion authorizing the award and execution of a contract through the Texas Multiple Award Schedule with SWCA Environmental Consultants was approved on Council Member Spelman's motion, Mayor Pro Tem Cole's second on a 6-1 vote. Council Member Tovo voted nay.
10. Authorize negotiation and execution of a professional services agreement with CLARION ASSOC OF COLORADO LLC dba CLARION ASSOCIATES, or one of the other qualified responders to Comprehensive Land Development Code Revision for the City of Austin Solicitation No. CLMP122, to provide professional land development revision planning and engineering services in an amount not to exceed \$ 2,000,000. (Notes: This contract will be awarded in compliance with Chapter 2-9B of the City Code (Minority Owned and Women Owned Business Enterprise Procurement Program) by meeting the goals with 18.80% MBE and 15.80% WBE subcontractor participation.)
The motion authorizing the negotiation and execution of a professional services agreement with Opticos Design, Inc. was approved on Council Member Riley's motion, Council Member Martinez' second on a 7-0 vote.

PUBLIC HEARINGS AND POSSIBLE ACTIONS

67. Conduct a public hearing and consider an ordinance amending various sections of City Code Chapter 25 to clarify definitions, standards, and regulations related to bicycle parking.
This item was withdrawn without objection.
68. Conduct a public hearing and consider an ordinance amending City Code Chapter 25-2 relating to the issuance of temporary use permits for outdoor assembly.
This item was postponed to April 25, 2013 on Council Member Morrison's motion, Council Member Spelman's second on a 7-0 vote.

DISCUSSION ITEMS CONTINUED

41. Approve a resolution directing the City Manager to prepare a comparative report evaluating the performance of both Texas and national public utilities that are governed in whole or in part by an independent board, both individually and with respect to Austin Energy's performance and policy goals. (Notes: SPONSOR: Council Member Kathie Tovo CO 1: Council Member Laura Morrison CO2: Mayor Pro Tem Sheryl Cole)
Resolution No. 20130321-041 was approved on Council Member Morrison's motion, Council Member Tovo's second on a 7-0 vote.

PUBLIC HEARINGS AND POSSIBLE ACTIONS CONTINUED

- 65. Conduct a public hearing and consider an ordinance amending City Code Chapter 25-9, Article 1, Division 2 relating to water and wastewater service extension requests and cost participation in construction costs.
The public hearing was conducted and the motion to close the public hearing and approve Ordinance No. 20130321-065 was approved on Council Member Morrison’s motion, Council Member Martinez’ second on a 7-0 vote.
- 66. Conduct a public hearing and consider an ordinance amending City Code Chapter 15-11 relating to private laterals.
The public hearing was conducted and the motion to close the public hearing and approve Ordinance No. 20130321-066 was approved on Council Member Spelman’s motion, Mayor Pro Tem Cole’s second on a 7-0 vote.
- 69. Conduct a public hearing and consider an appeal by Sarah Crocker of the Zoning and Platting Commission's decision to deny a request for the one-year extension of a site plan for Wells Branch Commercial [SP-2007-0688C(XT)], located at 1205 W. Wells Branch Parkway.
The public hearing was conducted and the motion to close the public hearing and deny the appeal was approved on Council Member Tovo’s motion, Council Member Morrison’s second on a 7-0 vote.
- 70. Conduct a public hearing for the limited purpose annexation of the Estancia annexation area (approximately 600 acres in southern Travis County west of IH 35 South approximately eight tenths of a mile south of the intersection of IH 35 South and Onion Creek Parkway).
The public hearing was conducted and the motion to close the public hearing was approved on Council Member Riley’s motion, Council Member Spelman’s second on a 6-0 vote. Council Member Martinez was off the dais.

Mayor Leffingwell recessed the Council Meeting to go into Live Music and Proclamation at 5:22 p.m.

Live Music

Susan Arbuckle

PROCLAMATIONS

Proclamation -- Ron Oliviera Farewell -- to be presented by Council Member Mike Martinez and to be accepted by the honoree

Proclamation -- Safe Digging Month -- to be presented by Mayor Lee Leffingwell and to be accepted by Doug Meeks

Distinguished Service Award -- Rose Farmer, BCCP -- to be presented by Mayor Lee Leffingwell and to be accepted by the honoree

Proclamation -- 100th Anniversary of Rotary -- to be presented by Mayor Lee Leffingwell and to be accepted by Sherry Workman

Presentation to Council -- to be presented by Austin Youth Council and to be accepted by Mayor Lee Leffingwell

Proclamation -- World Water Day -- to be presented by Council Member and to be accepted by Jean Warneke

Mayor Leffingwell called the Council Meeting back to order at 6:54 p.m.

The motion to waive the rules and allow Council to meet after 10 p.m. was approved on Mayor Pro Tem Cole's motion, Mayor Leffingwell's second on a 7-0 vote.

DISCUSSION ITEMS CONTINUED

22. Approve an ordinance amending City Code Chapter 25-1 relating to project duration and project dormancy, initiating code amendments to Chapter 25-1 relating to vested rights applications, and declaring an emergency.

This item was postponed to March 28, 2013 with the following friendly amendment and direction on Mayor Pro Tem Cole's motion, Council Member Spelman's second on a 6-1 vote. Mayor Leffingwell voted nay.

Direction was given to staff to take a sample of projects considered to be dead on duration grounds, identify what percentage of them might be considered to be live on dormancy grounds, identify the classes on these and then identify by what restrictions the projects would not be bound to as a result of their zombie status. During the sampling get the ones that are significantly out of compliance with the current code.

Mayor Leffingwell made a friendly amendment to close the public comment period. The friendly amendment was accepted by the maker and Council Member Spelman who made the second.

Mayor Leffingwell adjourned the meeting at 11:15 p.m. without objection.

The minutes were approved on this the 28th day of March 2013 on Mayor Pro Tem Cole's motion, Council Member Spelman's second on a 7-0 vote.

INTERLOCAL AGREEMENT FOR THE HEALTHY FAMILIES PROGRAM
BETWEEN THE CITY OF AUSTIN
and
TRAVIS COUNTY

This Interlocal Agreement for the Healthy Families Program is entered into by and between the City of Austin, a Texas home rule municipal corporation situated in Hays, Travis and Williamson Counties, acting by and, through its duly authorized City Manager and Health and Human Services Department (referred to as City or HHSD), and Travis County, a political subdivision of the State of Texas (County), and shall be effective on May 1, 2013 (Agreement). This Agreement is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

The City wishes to provide funding for certain services to be provided by the County through Travis County Health, Human Services and Veterans Services (TCHHSVS) under the County's Healthy Families Program as part of HHSD's social services program. County provides home visiting and family support services, and wishes to provide these services to City under the terms and conditions described below. City and County agree to the following terms and conditions.

A. Term

The term of this Agreement shall be May 1, 2013 through April 30, 2014. Any amendment or renewal to this Agreement must be approved by each party and shall be in writing and signed by an authorized representative of each party.

B. Services

County shall provide all services and perform all activities described in the "Program Work Statement – Description of Scope of Work & Deliverables", which is attached to and incorporated into this Agreement as Exhibit A. County shall not subcontract any work under this Agreement without the prior written consent of the City.

C. Financial Terms

1. Payment.

City agrees to pay County for services rendered under this Agreement in accordance with the terms set forth below and in the exhibits. County shall submit Payment Requests to City within fifteen (15) days following the end of each month for services provided during the preceding month. The Payment Request must include the following information: expenditures made as a result of providing services under this Agreement. City shall pay County within thirty (30) days of receipt of a complete and accurate Payment Request.

2. Maximum Amount.

County acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by City under this Agreement shall not exceed the amount approved by City Council, which is Two Hundred Fifty Thousand Dollars (\$250,000). City shall not be liable to County for any costs incurred by County which are not reimbursable expenses as set forth in Section Q.14 "Allowable Reimbursement". City's obligation to pay is specifically subject to the timely receipt of complete and accurate reports.

3. Authorized Costs.

City shall not be liable to County for any costs which have been paid under other agreements or from other funds. In addition, City shall not be liable for any costs incurred by County which were: a) incurred prior to the effective date of this Agreement or b) not billed to City within sixty (60) calendar days following termination date of this Agreement.

4. Refund.

County agrees to refund to City any funds paid under this Agreement which City reasonably determines have resulted in overpayment to County or which City determines have not been spent by County in accordance with the terms of this Agreement. Refunds shall be made by County within thirty (30) calendar days after a written refund request is submitted by City. Such refund request will include documentation upon which the City's finding is based, and County shall have an opportunity to respond to any such determination in writing and to negotiate with City concerning settlement of the determination. City may, at its discretion, offset refunds due from any payment due County, and City may also deduct any loss, cost, or expense caused by County from funds otherwise due.

5. Special Account.

County shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, or a separate fund which allows tracking of funds from this Agreement, either of which shall be supported with the maintenance of a separate accounting fund or a general fund with a specific chart of accounts which reflect revenues and expenditures for the monies received under this Agreement.

6. ODM Database

County is required to utilize a social services online database management (ODM) system, in accordance with a manner outlined by the City, through ODM guidelines, policies and/or procedures. County is responsible for all omitted data, and is responsible for all data entered/edited under its unique username.

D. Reports

1. Payment Request/Monthly Expenditure Report

Payment to the County shall be due thirty (30) calendar days following receipt by City's Contract Manager of County's fully completed "Payment Request" and "Monthly Expenditure Report", in the forms shown at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than fifteen (15) calendar days following the end of the calendar month covered by the request and expenditure report. County shall provide supporting documentation upon request.

2. Quarterly Performance Measure Report.

County shall submit a "Quarterly Performance Measure Report", in the form shown at <http://www.ckodm.com/austin/>, to City's Contract Manager no later than fifteen (15) calendar days following the end of each calendar quarter. Payment Requests will not be approved if the Quarterly Performance Measure Report for the previous quarter has not been received. The County shall submit such other reports as may be reasonably required by the City to document County's performance.

3. Payment Process

Upon receipt and approval by the City of each Payment Request and Monthly Expenditure Report, the City shall process payment to the County of an amount equal to City's payment obligations, subject to deduction for any unallowable costs.

4. Annual Closeout Summary Report

An "Annual Closeout Summary Report," in the form shown at <http://www.ctkodem.com/austin/> shall be completed by the County and submitted to the City within sixty (60) calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by City. Upon termination of this Agreement, any unused, un-obligated funds, rebates, credit (or interest earned) on funds received under this Agreement shall be returned to the City.

E. Accessibility and Retention of Records

County shall give the City reasonable access to and the right to examine all books, accounts, records, reports, files, (including all client files) and other papers, things, or property belonging to or in use by County pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by County and in any event, not less than five (5) years after the expiration or termination of the Agreement. County agrees to maintain such records in an accessible location. County shall include the requirement of this section in all subcontracts, and all agreements or arrangements whereby services are secured in furtherance of County's performance of this Agreement. If County asserts that it cannot legally provide City with access to client identifying information, County shall provide City with citation to the law which prohibits disclosure of client information. Upon request by City, County agrees to mask client identifying information in a way that will not obstruct the City's monitoring or audit activities.

F. Compliance with Laws

1. Compliance.

County agrees to comply with all applicable federal, state, and local laws and regulations in performing and providing services under this Agreement. County agrees not to discriminate against employees or other persons engaged by it to provide services under this Agreement because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or veteran status.

2. Confidentiality.

City and County agree to maintain the confidentiality of information related to or created under this Agreement as required by Texas or federal laws or regulations and as permitted by the Texas Open Government Act, Chapter 552 of the Texas Government Code.

G. Debarment

County warrants that neither County nor its principals or officers are currently suspended or debarred from doing business with (i) the United State government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, (ii) the State of Texas, or (iii) the City of Austin.

H. Designation of Contract Managers

1. City Contract Manager

City's Contract Manager for this Agreement shall be responsible for oversight and monitoring of County's performance under this Agreement. City's Contract Manager:

- may meet with County to discuss any operational issues or the status of the services or work to be performed,

-shall promptly review all written reports submitted by County, determine whether the reports comply with the terms of this Agreement, and give County timely feedback on the adequacy of progress and task reports or necessary additional information; and

2. County Contract Manager

County's Contract Manager shall represent the County with regard to performance of this Agreement and shall be the designated point of contact for the City Contract Manager. It is acknowledged that no officer, agent, employee or representative of County has any authority to change the terms of this Agreement unless expressly granted that authority by the Commissioners Court under a specific provision of this Agreement or by separate action of the Commissioners Court.

3. Replacement

If either party replaces its Contract Manager, the party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

I. MBE/WBE Goals

MBE/WBE goals do not apply to this Agreement.

J. Right to Audit

1. Authorized Access.

County agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, or reproduce, any and all records of the County related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). The County shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the County are resolved, whichever is longer. The County agrees to refund to the City any overpayments disclosed by any such audit.

2. Subcontract Requirement

County shall include the subsection above in any subcontract entered into in connection with this Agreement.

K. Premises

City has the right to enter the premises at which the services funded by City under this Agreement are provided during regular work hours (8 am – 5 pm Monday through Friday, excluding state or County holidays), and County agrees to facilitate a review of these facilities upon request by City.

L. Criminal Background Checks.

County agrees to conduct a criminal background check on every employee, volunteer or agent, including employees and volunteers of its subcontractors and providers, whose duties in connection with this Agreement would place him or her in contact with a child under eighteen (18) years of age or a disabled person. County further agrees not to assign or allow any employee, volunteer, subcontractor or provider to assign an individual to provide services under this Agreement unless permitted under the County’s criminal background check procedure.

M. Warranties

1. **Authority.**

Each party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the party.

2. **Performance Standards**

County warrants and represents that all services provided under this Agreement shall be fully and timely performed in accordance with generally accepted community and, if applicable, professional standards and practices. County may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

If County is unable or unwilling to perform its services in accordance with the above standards as required by City, then, in addition to any other remedy available to the City at law, City may reduce the amount of services it may be required to pay for under the Agreement from County, and purchase conforming services from other sources.

N. Public Information Act

County acknowledges that City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and documents related to this Agreement which are in the City’s possession or to which the City has access are presumed to be public and the City may release these records to the public unless an exception described in the Public Information Act applies to a document.

O. Termination & Dispute Resolution

1. **Termination for Cause**

In the event of a default by a party, the other party shall have the right to terminate the Agreement for cause, by written notice delivered by certified mail to the party in default. Unless the party giving notice specifies a different time period in the notice, the Agreement is terminated thirty (30) calendar days after the date of the notice. During this time period, the party alleged to be in default may cure the default or

provide evidence sufficient to prove to the other party's reasonable satisfaction that the default does not exist or will be cured in a time satisfactory to the party alleging the default. In addition to any other remedy available at law or in equity, the party not in default shall be entitled to recover all actual damages and direct costs incurred as a result of the other party's default, reasonable court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Each party's rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

2. Termination for Convenience (or without cause)

The City or County may terminate this Agreement for convenience at any time upon providing at least thirty (30) calendar days written notice to the other Party. On receipt of the notice of termination, both Parties shall immediately stop performance of services (unless the notice directs otherwise) and deliver all documents, programs, reports, and materials accumulated in performing this Agreement (whether finished or in process) to the other Party's Contract Manager within thirty (30) business days. City shall pay County for all reimbursable costs and obligations incurred up to the date of termination provided in the notice. However, in no event shall County be entitled to recover any funds for unperformed services.

3. Default

A party shall be in default under the Agreement if the party fails to fully, timely and faithfully perform any of its obligations under the Agreement, or fails to provide adequate assurance of performance under subsection 4 below.

4. Right to Assurance

When a party to this Agreement in good faith has reason to question the other party's intent to perform, that party may make a written demand on the other party for assurance of the intent to perform. The party who is asked for assurance shall have ten (10) business days to provide notice of its assurance of intent to perform. If the party fails to provide the assurance within the required time period, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

5. Dispute Resolution

If a dispute arises between the parties regarding performance under this Agreement, which the parties are unable to resolve through negotiation, the parties agree the dispute will be submitted for mediation before suit is filed. If the mediation does not successfully resolve the dispute, each party is free to pursue other remedies available to them.

P. Insurance

County – self-insurance

County shall maintain self-insurance in an amount and at a level sufficient to cover the needs of County pursuant to applicable generally accepted business standards. In addition, County shall require all subcontractors of every tier providing services under this Agreement to maintain Standard Insurance meeting the General Requirements as set forth in Exhibit C, which is incorporated into this Agreement for all purposes. The requirements in Exhibit C apply only to County's subcontractors, and do not apply to County.

Q. Miscellaneous

1. Independent Contractors

This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the parties. City and County are independent contractors. County agrees and understands that the Agreement does not grant to County or its employees any rights or privileges established for employees of the City. City agrees and understands that the Agreement does not grant to City or its employees any rights or privileges established for employees of the County.

2. Jurisdiction and Venue

This Agreement is made under and shall be governed by the laws of the State of Texas, without regard to conflicts of laws principles which would apply the law of any other jurisdiction. Venue for any dispute arising out of or concerning this Agreement, either administrative or judicial, shall be proper in Travis County.

3. Force Majeure

a. Each party to this Agreement excuses the failure of the other party to perform its obligations under this Agreement if that failure is caused by an event of Force Majeure. Force Majeure means acts and events not within the control of the party, and which the party could not use due diligence to avoid or prevent. Events of Force Majeure include acts of God, strikes, riots, sabotage, civil disturbances, epidemics, acts of domestic or foreign terrorism, lightning, earthquakes, fires, storms, floods, and landslides. Force Majeure does not include economic or market conditions which affect a party's cost, but not its ability to perform.

b. The party invoking Force Majeure shall give timely written notice to the other party of the event by facsimile transmission, telephone, or electronic mail. The party shall then promptly provide written notice of the Force Majeure in the manner required by this Agreement. The party shall use due diligence to remedy the effects of Force Majeure as soon as reasonably possible. If a party's performance is delayed by the event of Force Majeure, the parties will mutually agree to extend the time for the completion of obligations by a period of time reasonably necessary to overcome the effect of the Force Majeure event.

4. Community Planning

County and City agree to participate in a community planning process, such as the Community Action Network.

5. Updates to Performance Measures

County agrees to participate with City staff to annually update the performance measures described in the Work Statement (Exhibit A), to be consistent with the City and County investment strategy. Any such changes will be in writing and made by written amendment to the Agreement pursuant to Section A.

6. Offset of Indebtedness

County acknowledges that the City has provided notice of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person entity who is in arrears to City of Austin for taxes, and of § 2-8-3 of the Austin City Code concerning the right of City of Austin to offset indebtedness owed to City of Austin.

7. Current Revenue

Contractor acknowledges that the City has provided notice that the City’s payment obligations to County are payable only from funds appropriated and currently available for the purpose of this Agreement. City shall provide County with prompt notice of failure of City to make an adequate appropriation or lack of current revenue for any fiscal year to pay the amounts due under the Agreement.

8. Assignment

Neither party may transfer any right or obligation under this Agreement without the prior written consent of the other party.

9. Non-Waiver

In no event shall any payment by City to County, the acceptance or receipt of reports, or any other act or failure of the City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by the City of any breach of covenant or default which may then or subsequently be committed by County. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to the City to enforce its rights under this Agreement, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of the City may waive the effect of this provision.

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

10. Conflict of Interest

a. County covenants that neither it, nor any member of its governing body, presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. County further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed as a member of its governing body.

b. County further covenants that no member of its governing body or its staff, subcontractors or employees shall possess any interest in or use their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves, or others, particularly those with whom they have family, business, or other ties.

c. No officer, employee, independent consultant, or elected official of City who is involved in the development, evaluation, or decision-making process regarding this Agreement, or the performance of this Agreement, shall have a financial interest, direct or indirect, in the Agreement. County acknowledges that if it takes action, directly or indirectly, that results in a violation of this provision City, in its sole discretion, may void this Agreement.

11. Political and Sectarian Activity

No portion of the funds received by the County under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

12. Publicity

Where such action is appropriate as determined by the City, the County shall publicize the activities conducted by the County under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the County shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

13. No Third Party Beneficiaries. This Agreement is not intended to confer any rights upon any other person or entity, including but not limited to any client or employee of County.

14. Allowable Reimbursement

a. Expenses shall be considered reimbursable if incurred directly and specifically in the performance of this Agreement and in conformance with the Work Statement or any conditions governing the use of funds used to make payments under this Agreement.

b. The City's prior written authorization is required in order for the following to be considered reimbursable expenses:

(1) Purchases of tangible, nonexpendable property. These items include any fax machine, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over one thousand dollars (\$1,000).

(2) Alteration or relocation of facilities; or,

(3) Travel/training outside Travis County, unless included in the approved budget.

15. County Policies and Procedures

County shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the city upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

16. Monitoring and Evaluation

a. County agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the County to the Work Statement, as well as other provisions of this Agreement. County shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities. The City agrees, to the extent permissible, to provide County with copies of reports, audits or other evaluations received by the City concerning County's performance.

b. County shall provide City with copies of all evaluation or monitoring reports related to services provided under this Agreement received from other funding sources during the Agreement term within twenty (20) working days following the receipt of the final report.

17. Ownership of Property

a. Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement and in accordance with the provisions of the Agreement, is vested with the City and such property shall, upon termination of the Agreement, be delivered to the City upon request

b. Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one year and an acquisition cost, including freight, of over one thousand dollars (\$1,000) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, and perform an annual physical inventory of all such property and report this information in the Annual Summary (close out) report due sixty (60) days after the end of the Agreement Term.

c. In the event County's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations, County shall be retain possession of non-expendable property purchased under this Agreement.

18. Suspension of Funding

a. If the City makes a determination that County has failed to timely and properly perform its obligations, City may, without limiting any rights it may otherwise have, at its discretion, and upon three (3) calendar days within such determination provide written notice to County, and withhold further payments to the County. Such notice shall be given in accordance with Section 19 below. The notice shall set forth the default or failure alleged and the action required for cure.

b. The period of such suspension shall be of such duration as is appropriate to accomplish corrective action, but, in no event shall it exceed sixty (60) calendar days. At the end of the suspension period, if the City determines that the default or deficiency has been satisfied, County may be restored to full compliance status and paid all funds withheld during the suspension period.

c. City shall have the right to suspend this Agreement without prior notice to County upon a reasonable belief of imminent or actual misuse or misappropriation of this Agreement's funds. The period of suspension under this clause shall be for a period of time appropriate and reasonably necessary to complete an investigation, but in no event shall exceed sixty (60) days. Should the City choose to exercise its rights under this clause, upon reaching a decision to suspend, notice will be forwarded

immediately to the County notifying it of the suspension and any subsequent investigation the City will undertake.

19. Liability

1. Party Liability

County shall be liable for any claims, damages or losses arising from any act or omission of County employees, volunteers or agents, including County subcontractors and providers, providing services under this Agreement. City shall be liable for any claims, damages or losses arising from any act or omission of City employees, volunteers or agents, including City subcontractors and providers, providing services under this Agreement.

2. Claims Notification

If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation or other entity against City or County related to this Agreement, the party against whom the claim or other action is made shall give written notice to the other party of the claim, or other action within three (3) working days after being notified of it or the threat of it. Such notice shall include pertinent information as to the claim. This written notice shall be given pursuant to Section Q.20. Except as otherwise directed, the party against whom the claim has been made shall furnish to the other party copies of all pertinent papers received with respect to the claims or actions.

20. Notices

All notices, demands and requests required or permitted under this Agreement shall be in writing and may be given by: (a) hand delivery to the party to be notified; (b) deposit in the United States mail, registered or certified, with return receipt requested, postage prepaid, addressed to the party at the address set forth below; (c) overnight courier of general use in the business community of Austin, Texas; or (d) facsimile correspondence if a facsimile number is provided below and the sending party retains a machine generated confirmation sheet evidencing the time and date of the facsimile transmission. Notice given under this section shall be deemed delivered and effective on the earlier of actual receipt or three calendar days following deposit in accordance with the requirements of subsection (b) above, except for (d) above, which will provide the date and time of delivery. For purposes of notice the addresses of the parties shall, until changed, be:

TRAVIS COUNTY

Sherri Fleming, County Executive
Travis County Health and Human Services
& Veteran's Service Department
P. O. Box 1748
Austin, Texas 78767
Facsimile: (512) 279-2197

With copy to:

David Escamilla
Travis County Attorney's
P. O. Box 1748

CITY

Carlos Rivera, Director
City of Austin Health & Human Services Dept.
7201 Levander Loop, Building E
Austin, Texas 78702
Facsimile: (512) 972-5016

With copies to:

Rosamaria Murillo, PhD,
MCAH Assistant Director
City of Austin Health and Human Services
7201 Levander Loop, Building C
Austin, Texas 78702

Austin, Texas 78767
Attn: Transactions Division

Facsimile: (512) 972-6767

&

City Attorney Karen M. Kennard
City of Austin
301 West 2nd Street, Fourth Floor
Austin, Texas 78701

An alternative addressee or address may be designated by either party, by sending written notice in a manner described above.

21. No Waiver of Immunities. Notwithstanding any other provision of this Agreement, City and County expressly acknowledge and agree that no provision of this Agreement is intended to constitute a waiver by the City or the County of any immunities from lawsuit or from liability that the City or the County may have by operation of law, nor shall any provision be construed to waive such immunities.

22. Entire Agreement

This Agreement, together with the Exhibits listed below, constitutes the entire agreement between the parties with regard to the subject matter of this Agreement. The parties agree that any prior contract, assertion, statement, understanding, or other commitment prior to or contemporaneous with this Agreement, whether written or oral, shall have no force or effect whatsoever; nor shall any contract, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect unless signed by both parties and approved by City Council.

23. County Public Purpose

By execution of this Agreement, the Commissioners Court of Travis County hereby finds that the needs to be addressed by the services to be provided under the terms of this Agreement and specifically set forth in the attached exhibits, constitute a significant public concern impacting members of the population which the County serves. The Commissioners Court further finds that the provision of such services will further the public purpose of addressing those health and human services issues, problems and needs identified in this Agreement for eligible recipients.

TRAVIS COUNTY:

CITY OF AUSTIN

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibits:

Exhibit A - Program Work Statement

Exhibit B – Program Budget Forms

Exhibit C – Insurance Requirements (County Subcontractors Only)

Exhibit D – Not Applicable

Exhibit E – Non-Discrimination Certification

EXHIBIT A: PROGRAM WORK STATEMENT

Agency: Travis County Health & Human Services Department & Veteran Services

Program: Healthy Families Travis County Expansion Project

1. Program goals and objectives:

The goals and objectives of the Healthy Families Travis County Expansion Project is to expand the existing home visiting program by adding an additional unit of staff comprised of a supervisor and (2) home visitors.

Due to the high rates of infant mortality and low birth weight prevalent in African-American families in Travis County, one of the goals of Healthy Families will be to address both of these issues by improving access to comprehensive services, reducing barriers to access, integrating services into the management and service delivery system that are culturally competent, family centered, strength based and relationship focused. Serving a higher percentage of African-American families will address the disparity of over representation of African-American families and children in the protective services system.

Program goals include:

- Engage African American families overburdened by health disparities in home visiting services prenatally or at birth.
- Cultivate and strengthen nurturing parent-child relationships and promote healthy growth and development of the child.
- Connect families with community resources and monitor the development of participating infants and children.
- Enhance family functioning by reducing the risks, overcoming barriers and building protective factors.
- Improved birth outcomes and the family's nutritional status.
- Decreased infant mortality rate and low birth rate

The Parenting and Child Development Curriculum focuses on both parent-child relationship and promotes healthy child growth and development which enhances family functioning.

2. Program clients served:

The early years are both the most critical and the most vulnerable time in any child's development. Therefore, the nurturing experiences during the first three years helps children form relationships, read and understand social cues and to stimulate their intellectual development.

The Expansion of the Healthy Families Program will allow for more pregnant and first time parents to be offered home visiting services. The services will focus on those families that reside in Austin and/or Travis County including targeted and unincorporated areas within Travis County. There is no income eligibility requirement to be enrolled into this program; however, outreach for the program will focus on low income families including Medicaid eligible and uninsured families. The services are voluntary but require a commitment to maintain visits within the home environment in order to build on their strengths and resources. Services begin during the mother's pregnancy and may continue until the first child reaches three years of age.

Healthy Families Travis County (HFTC) currently provides services in various zip codes in north, south, and east Travis County. HFTC will expand its service area to include those families targeted within the expansion project.

3. Program services and delivery:

While the program originally focused on child abuse prevention, the focus has grown over the years to encompass overall infant mental health. The program works closely with families to offer parenting

education, child development screenings and helpful community resource information including group support in order to enhance the overall family functioning.

Healthy Families Travis County adheres to the home visiting model developed by Healthy Families America and supported by Prevent Child Abuse America. HFTC adheres to the critical elements which provide the framework for program development and implementation. All HFTC staff receives intensive training in the use and implementation of this model in order to offer the best and the most appropriate services for each family's unique situation.

The Healthy Families Travis County Expansion component will be comprised of a supervisor and (2) home visitors. Initially, after receiving the Core training the program supervisor will perform the duties of the Family Assessment Worker (Intake/Assessment) part-time, in order to accomplish outreach efforts and engage the families for enrollment into the program. In addition, the supervisor will complete the assessments of those families referred to the program and supervise the two Family Support Workers.

The Family Support Workers (Home Visitors) will be assigned up to 12 families for the first year of the expansion. The first quarter report will not capture the output/outcome program performance data due to the staff obtaining orientation and required CORE training. The total program numbers for Outcome 4- Immunizations & Outcome 5-Well Child Checkups will not be listed until further into the reporting period.

Sample Timeline of Staff Training

Healthy Families Staff	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Lead on HFTC Expansion Project Doris N. Edwards	-Hire Staff -HFTC Orientation -Set up Work locations -Schedule trainings	-Coaching - Supervisor monitors the training needs PIMS Training Supervisor Training FSW Training FAW Training	Coaching/shadowing new supervisor	Coaching/shadowing new supervisor
Program Supervisor	Orientation -Attend FAW & FSW -Core Training -Establish Referral Sources -Shadow Program - Supervisor -Shadow FAW-FSW	Training (CORE) Wraparound Training PIMS Training CPS Training	ASQ3 Training Engage in Outreach and Supervisory Role	Engage in Outreach and Supervisory Role
Family Support Worker	- Orientation -Attend FSW Core Training -Shadow FSW	Training (CORE) Wraparound Training PIMS Training CPS Training Assign Families & Engage in Home Visiting Role	ASQ3 Training Engage in Home Visiting Role	Engage in Home Visiting Role
Family Support Worker	- Orientation -Attend FSW Core Training -Shadow FSW	Training (CORE) Wraparound Training PIMS Training CPS Training Assign Families & Engage in Home Visiting Role	ASQ3 Training Engage in Home Visiting Role	Engage in Home Visiting Role

Critical Elements

1. Initiate services prenatally or at birth.
2. Use a standardized (*i.e.*, in a consistent way for all families) assessment tool to systematically identify families who are most in need of services. This tool should assess the presence of various factors associated with increased risk for child maltreatment or other poor childhood outcomes (*i.e.*, social isolation, substance abuse, parental history of abuse in childhood).
3. Offer services voluntarily and use positive outreach efforts to build family trust.
4. Offer services intensively (*i.e.*, at least once a week) with well-defined criteria for increasing or decreasing frequency of service and over the long-term (*i.e.*, three to five years).
5. Services should be culturally competent such that the staff understands, acknowledges, and respects cultural differences among participants; staff and materials used should reflect the cultural, linguistic, geographic, racial and ethnic diversity of the population served.
6. Services should focus on supporting the parent as well as supporting parent-child interaction and child development.
7. At a minimum, all families should be linked to a medical provider to assure optimal health and development (*i.e.*, timely immunizations, well-child care, etc.) Depending on the family's needs, they may also be linked to additional services such as financial, food, and housing assistance programs, school readiness programs, child care, job training programs, family support centers, substance abuse treatment programs, and domestic violence shelters.
8. Services should be provided by staff with limited caseloads to assure that home visitors have an adequate amount of time to spend with each family to meet their unique and varying needs and to plan for future activities (*i.e.*, for many communities no more than 15 families per home visitor on the most intense service level. And, for some communities the number may need to be significantly lower, *i.e.*, less than 10).
9. Service providers should be selected because of their personal characteristics (*i.e.*, non-judgmental, compassionate, ability to establish a trusting relationship, etc.), their willingness to work in or their experience working with culturally diverse communities, and their skills to do the job.
10. Service providers should have a framework, based on education or experience, for handling the variety of situations they may encounter when working with at-risk families. All service providers should receive basic training in areas such as cultural competency, substance abuse, reporting child abuse, domestic violence, drug-exposed infants, and services in their community.
11. Service providers should receive ongoing, effective supervision so that they are able to develop realistic and effective plans to empower families to meet their objectives; to understand why a family may not be making progress and how to work with the family more effectively; and to express their concerns and frustrations so that they can see that they are making a difference and in order to avoid stress-related burnout.

HFTC utilizes program tools for building protective factors in the family unit such as parental resilience, nurturing and attachment, social connections, knowledge of parenting and child development, effective problem solving, communication skills, social and emotional competence of children, and healthy marriages/healthy parenting partners to the families within the program to forestall child maltreatment.

The staff receives intense training on community resources, dynamics of child abuse and neglect, confidentiality, professional boundaries, cultural sensitivity, family functioning, universal health precautions, mental health, and communication skills.

4. Service coordination and collaboration strategies:

Healthy Families Travis County (HFTC) collaborates effectively with local community partners who also serve families in order to avoid duplication of services and strategize new ways to create a safety net for families in crisis and encourage self-sufficiency.

HFTC supervisors participate in quarterly network meetings with Success By 6 (SB6) for home visiting collaboration efforts with the goal of increasing the number of families in poverty to participate in parenting education and child development. Those agencies that participate in this coalition include but are not limited to: Any Baby Can-Nurse Family Partnership, United Way, Avance, Child Incorporated, Lifeworks, and RIF. Those individuals that attend these meetings have a shared responsibility to improve access to research-based home visiting and parent education services to families with children under the age of 5. Attendance to these meetings allows the supervisors to keep abreast of newest trends, statistics and evidence based data information and practices.

Healthy Families Supervisors also attend the Regional Healthcare Coverage Collaborative (RHCC) community meetings to obtain current resource information, agency announcements, and legislative updates.

Healthy Families collaborates with “Any Baby Can” to offer In Home Counseling Services to our families who have expressed a need for counseling to their Family Support Workers.

5. **OUTPUT** Performance Measures

<u>OUTPUT # 1</u>	<u>City Funded Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (City Funded + All Other) Annual Goal
Total number of unduplicated children served in home visiting services	24 Expansion	160 Existing	184

<u>OUTPUT # 2</u>	<u>City Funded Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL</u> (City Funded + All Other) Annual Goal
Total number of families with established health care providers	24	160	184

6. **OUTCOME** Performance Measures

Total Program Performance – OUTCOME # 1	<u>Total Program Annual Goal</u>	If <u>not</u> reported every Quarter, in which Quarter(s)?
Number of Individuals demonstrating improved life skills (numerator)	20	Quarterly
Total number of families enrolled in home visiting services (denominator)	24	
Percentage of Individuals demonstrating improved life skills (outcome rate)	85%	

Total Program Performance – OUTCOME # 2	<u>Total Program Annual Goal</u>	If <u>not</u> reported every Quarter, in which Quarter(s)?
Number of children who progress to their next age-appropriate developmental stage (numerator)	22	Quarterly
Total number receiving age appropriate developmental screenings (denominator)	24	
Percentage of children showing age-appropriate development (outcome rate)	90%	

Total Program Performance – OUTCOME # 3	<u>Total Program Annual Goal</u>	If <u>not</u> reported every Quarter, in which Quarter(s)?
Number of families utilizing community resources (numerator)	20	Quarterly
Total number of families referred to community resources (denominator)	24	
Percentage of families utilizing community resources (outcome rate)	85%	

Total Program Performance – OUTCOME # 4	<u>Total Program Annual Goal</u>	If <u>not</u> reported every Quarter, in which Quarter(s)?
Number of children with age-appropriate immunizations	*	Q3 & Q4
Total number of children who have obtained immunizations (denominator)	*	
Percentage of children receiving age-appropriate immunizations(outcome rate)	90%	

Total Program Performance – OUTCOME # 5	<u>Total Program Annual Goal</u>	If <u>not</u> reported every Quarter, in which Quarter(s)?
Number of prenatal and/or children who received the required number of medical/well child checkups required during the reporting period (numerator)	*	Q3 & Q4
Number of Prenatal and/or Well child Checkups required during the reporting period (denominator)	*	
Percentage of pregnant moms and/or children attending required medical appointments (outcome rate)	90%	

Total Program Performance – OUTCOME # 6	<u>Total Program Annual Goal</u>	If <u>not</u> reported every Quarter, in which Quarter(s)?
Number of families receiving parenting education /child development (numerator)	22	Q3 & Q4
Total number of families participating in home visit services (denominator)	24	
Percentage of participating families who will have no substantiated child abuse or neglect (outcome rate)	90%	

7. Community planning activities:

The Healthy Families Family Assessment Workers provide ongoing information/outreach to the community referral sources on an ongoing basis. They conduct informative presentations regarding program services and referral criteria to existing and new referral partners. The Child Development Specialist/Family Assessment Worker participates in agency community fairs and conducts at least 2-3 presentations to various community agencies on topics such as Parenting and Child Development.

Healthy Families Supervisors represent the department and the program in the community to build and maintain positive working relationships with other organizations. Supervisors maintain and enhance communication, outreach efforts in the community, including program events, newsletter, website, conferences, presentations and networking.

Healthy Families Supervisors participate in quarterly community meetings with various community agencies to address the target population served, child development and child mental health.

8. Program Evaluation Plan

- Performance Evaluation:

Policies and procedures are guiding practices that support staff in informed decision- making. HF organizes its guidelines around the critical elements which have been an important component in developing consistent and quality standards of operation.

Healthy Families Home Visitors maintain a record on whether the families are achieving program goals. Quarterly reports are completed on the results of whether families:

- Use a consistent medical provider in order to reduce emergency room visits
- Value preventive medical care by keeping well child checks and immunizations current
- Provide a caring and stimulating home environment to promote healthy development
- Learn developmentally appropriate discipline techniques to promote positive parent-child relationship

Healthy Families tracks its performance on a quarterly basis. The agency reports this information to the Advisory Board on a quarterly basis. The supervisors meet twice a month for a performance analysis and to collect the reports and data. Healthy Families Travis County uses the Program Information Management System (PIMS) to capture information on the participants for the intake, screening, and assessments. The home visitors utilize this system on a daily basis to document the activities of their home visit and their observations of the parent-child relationship. The program supervisors are responsible for collecting and reporting performance outcomes to the advisory board and director of the home visiting program.

Parent Surveys are provided to the families twice a year to obtain feedback on the services that they receive. Supervisors make phone calls to families or accompany staff on home visits to monitor the quality improvement effort.

- Quality Improvement:

The Quality Improvement plan designed for Healthy Families to address problems or other issues within the service delivery consists of weekly supervision sessions and bi-monthly team meetings with staff. The supervisors meet regularly to discuss service delivery concerns and program development. They evaluate the overall program functioning, including employee's performance and families input. Additionally, ensure program compliance with the department and Healthy Families America Standards, including investigating client or community complaints.

Supervisors offer program reviews and training during the team meetings in order to enhance staff skills so that they can be successfully integrated collectively into the social service delivery systems and enhance program goals. Staff is given the opportunity during team meetings or individually to discuss their satisfaction about their work. In addition, supervisors will recommend the use of online training and technical assistance to address other staff concerns and encourage staff growth.

The program will strive to maintain full caseloads while continuing to enroll new families in a timely manner. Supervisors will monitor caseloads regularly in order to ensure that families' needs are met and to ensure that staff is effectively managing their workload. Program Full status may be used in order to maintain the programs commitment to quality.

EXHIBIT B: PROGRAM BUDGET

Agency: Travis County

Page 1 of 2

Program: Healthy Families Travis County Expansion Project

ON THIS PAGE. Note that the line items with asterisks ** will require prior approval - Refer to your Contract Language.

<i>IMPORTANT: All \$ amounts must be whole dollars only (no cents)</i>			
PERSONNEL	Requested CITY Amount	Amount Funded by ALL OTHER Sources	* TOTAL Budget (ALL funding sources)
Administrative Salaries - Regular Time	0	0	0
Direct Service Salaries - Regular Time	119,395	517,716	
Administrative Salaries Overtime	0		
Direct Service Salaries - Overtime			0
Benefits	49,373	228,753	278,126
A. SUBTOTALS: PERSONNEL	168,768	746,469	915,237
OPERATING EXPENSES			
General Operating Expenses	45,507	42,540	88,047
Insurance/Bonding	0	0	0
Audit Expenses	0	0	0
Consultants/Contractual <i>(provide details for this line item in the Subcontracted Expenses form)</i>	1,175		1,175
Staff Travel - <u>within</u> Travis County	10,800	6,400	17,200
Conferences/Seminars/Training - <u>within</u> Travis County	750	6,344	7,094
** Staff Travel - <u>out of</u> County	2,000	0	2,000
Conferences/Seminars - <u>out of</u> County **	21,000	0	21,000
B. SUBTOTALS: OPERATING EXPENSES	81,232	55,284	136,516
DIRECT ASSISTANCE			
Food/Beverage for Clients <i>(NOTE: Alcoholic beverage expenditures are not eligible or allowable)</i>	0	0	0
Financial Assistance for Clients (e.g. rent, mortgage, utilities)	0		0
Other (specify)	0		0
			0
C. SUBTOTALS: DIRECT ASSISTANCE	0	0	0
EQUIPMENT/CAPITAL OUTLAY			
** (specify equipment)	0	0	0
D. SUBTOTALS: EQUIPMENT/CAPITAL OUTLAY	0	0	0
GRAND TOTAL (A + B + C + D)	\$ 250,000	\$ 801,753	\$ 1,051,753
PERCENT SHARE of Total for Funding Sources:	23.8%	76.2%	100.0%

EXHIBIT B: Program Budget NARRATIVE

Agency: **Travis County**

Program: **Healthy Families Travis County Expansion Project**

PERSONNEL	NARRATIVE
Salaries – Direct Services	Salaries - staff working directly in the program.
Salaries – Overtime	N/A
Benefits	<i>FICA, Medicare, Workers Compensation, Retirement, Life Insurance, Medical Insurance, Longevity.</i>
OPERATING EXPENSES	
General Operating Expenses	<i>Cell phone allowance, office supplies, family supplies, Child Development materials, office furniture, phones, computers and cubicles.</i>
Insurance/Bonding	N/A
Audit Expenses	N/A
Consultants/Contractual	<i>Healthy Families America Affiliation Fee and Software License</i>
Staff Travel	Mileage Reimbursement to conduct Home visits.
Conferences/Seminars/Trng	Wraparound Training
** Staff Travel - <u>out of County</u>	PCAT/CPS Training
** Conferences/Seminars/Trng. – <u>out of County</u>	Attend CORE Training/ Growing Great Kids Curriculum Training
DIRECT ASSISTANCE	
Food/Beverage for Clients (NOTE: Alcoholic beverage expenditures are not eligible or allowable)	N/A
Financial Assistance for Clients (e.g. rent, mortgage, utilities)	N/A
Other (specify)	N/A
EQUIPMENT/CAPITAL OUTLAY	
** (Specify)	<i>Please refer to contract for capital outlay/equipment guidelines.</i>

** These line items require prior approval – Refer to your Contract Language.

EXHIBIT C INSURANCE REQUIREMENTS (County Subcontractors Only)

1. **Insurance.** The following insurance requirements apply.

1.1.1. General Requirements

- 1.1.1.1. The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.
- 1.1.1.2. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.
- 1.1.1.3. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- 1.1.1.4. The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- 1.1.1.5. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- 1.1.1.6. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- 1.1.1.7. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin
Health and Human Services Department
ATTN: Community Based Resources
P. O. Box 1088
Austin, Texas 78767
- 1.1.1.8. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- 1.1.1.9. If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

- 1.1.1.10. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
 - 1.1.1.11. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
 - 1.1.1.12. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
 - 1.1.1.13. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
 - 1.1.1.14. The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- 1.1.2. **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- 1.1.2.1. **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.
 - 1.1.2.1.1. Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project
 - 1.1.2.1.2. Independent Contractor's Coverage
 - 1.1.2.1.3. Products/Completed Operations Liability for the duration of the warranty period
 - 1.1.2.1.4. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - 1.1.2.1.5. Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - 1.1.2.1.6. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

1.1.2.1.7. If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.

1.1.2.1.8. The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

- Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

1.1.2.2. **Business Automobile Liability Insurance.**

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

1.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage

1.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

1.1.2.2.3. The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

- 1.1.2.3. **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

1.1.2.3.1. The Contractor's policy shall apply to the State of Texas

1.1.2.3.2. Waiver of Subrogation, Form WC 420304, or equivalent coverage

1.1.2.3.3. Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

1.1.2.3.4. **Professional Liability Insurance.**

1.1.2.3.4.1.1. Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

1.1.2.3.4.1.2. If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

1.1.2.3.5. **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

1.1.2.3.6. **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

1.1.2.3.7. **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

1.1.2.3.8. **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

1.1.2.3.9. **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

EXHIBIT E

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR _____
Authorized Signature _____
Title _____

EXHIBIT A: PROGRAM WORK STATEMENT

Agency: Travis County Health & Human Services Department & Veteran Services

Program: Healthy Families Travis County Expansion Project

1. Program goals and objectives:

The goals and objectives of the Healthy Families Travis County Expansion Project is to expand the existing home visiting program by adding an additional unit of staff comprised of a supervisor and (2) home visitors.

Due to the high rates of infant mortality and low birth weight prevalent in African-American families in Travis County, one of the goals of Healthy Families will be to address both of these issues by improving access to comprehensive services, reducing barriers to access, integrating services into the management and service delivery system that are culturally competent, family centered, strength based and relationship focused. Serving a higher percentage of African-American families will address the disparity of over representation of African-American families and children in the protective services system.

Program goals include:

- Engage African American families overburdened by health disparities in home visiting services prenatally or at birth.
- Cultivate and strengthen nurturing parent-child relationships and promote healthy growth and development of the child.
- Connect families with community resources and monitor the development of participating infants and children.
- Enhance family functioning by reducing the risks, overcoming barriers and building protective factors.
- Improved birth outcomes and the family's nutritional status.
- Decreased infant mortality rate and low birth rate

The Parenting and Child Development Curriculum focuses on both parent-child relationship and promotes healthy child growth and development which enhances family functioning.

2. Program clients served:

The early years are both the most critical and the most vulnerable time in any child's development. Therefore, the nurturing experiences during the first three years helps children form relationships, read and understand social cues and to stimulate their intellectual development.

The Expansion of the Healthy Families Program will allow for more pregnant and first time parents to be offered home visiting services. The services will focus on those families that reside in Austin and/or Travis County including targeted and unincorporated areas within Travis County. There is no income eligibility requirement to be enrolled into this program; however, outreach for the program will focus on low income families including Medicaid eligible and uninsured families. The services are voluntary but require a commitment to maintain visits within the home environment in order to build on their strengths and resources. Services begin during the mother's pregnancy and may continue until the first child reaches three years of age.

Healthy Families Travis County (HFTC) currently provides services in various zip codes in north, south, and east Travis County. HFTC will expand its service area to include those families targeted within the expansion project.

3. Program services and delivery:

While the program originally focused on child abuse prevention, the focus has grown over the years to encompass overall infant mental health. The program works closely with families to offer parenting education, child development screenings and helpful community resource information including group support in order to enhance the overall family functioning.

Healthy Families Travis County adheres to the home visiting model developed by Healthy Families America and supported by Prevent Child Abuse America. HFTC adheres to the critical elements which provide the framework for program development and implementation. All HFTC staff receives intensive training in the use and implementation of this model in order to offer the best and the most appropriate services for each family's unique situation.

The Healthy Families Travis County Expansion component will be comprised of a supervisor and (2) home visitors. Initially, after receiving the Core training the program supervisor will perform the duties of the Family Assessment Worker (Intake/Assessment) part-time, in order to accomplish outreach efforts and engage the families for enrollment into the program. In addition, the supervisor will complete the assessments of those families referred to the program and supervise the two Family Support Workers.

The Family Support Workers (Home Visitors) will be assigned up to 12 families for the first year of the expansion. The first quarter report will not capture the output/outcome program performance data due to the staff obtaining orientation and required CORE training. *The total program numbers for Outcome 4- Immunizations & Outcome 5-Well Child Checkups will not be listed until further into the reporting period.

Timeline of Staff Training

Healthy Families Staff	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Lead on HFTC Expansion Project Doris N. Edwards	-Hire Staff -HFTC Orientation -Set up Work locations -Schedule trainings	-Coaching - Supervisor monitors the training needs PIMS Training Supervisor Training FSW Training FAW Training	Coaching/shadowing new supervisor	Coaching/shadowing new supervisor
Program Supervisor	Orientation -Attend FAW & FSW -Core Training -Establish Referral Sources -Shadow Program - Supervisor -Shadow FAW-FSW	Training (CORE) Wraparound Training PIMS Training CPS Training	ASQ3 Training Engage in Outreach and Supervisory Role	Engage in Outreach and Supervisory Role
Family Support Worker	- Orientation -Attend FSW Core Training -Shadow FSW	Training (CORE) Wraparound Training PIMS Training CPS Training Assign Families & Engage in Home Visiting Role	ASQ3 Training Engage in Home Visiting Role	Engage in Home Visiting Role
Family Support Worker	- Orientation -Attend FSW Core Training -Shadow FSW	Training (CORE) Wraparound Training PIMS Training CPS Training Assign Families & Engage in Home Visiting Role	ASQ3 Training Engage in Home Visiting Role	Engage in Home Visiting Role

Critical Elements

1. Initiate services prenatally or at birth.
2. Use a standardized (*i.e.*, in a consistent way for all families) assessment tool to systematically identify families who are most in need of services. This tool should assess the presence of various factors associated with increased risk for child maltreatment or other poor childhood outcomes (*i.e.*, social isolation, substance abuse, parental history of abuse in childhood).
3. Offer services voluntarily and use positive outreach efforts to build family trust.
4. Offer services intensively (*i.e.*, at least once a week) with well-defined criteria for increasing or decreasing frequency of service and over the long-term (*i.e.*, three to five years).
5. Services should be culturally competent such that the staff understands, acknowledges, and respects cultural differences among participants; staff and materials used should reflect the cultural, linguistic, geographic, racial and ethnic diversity of the population served.
6. Services should focus on supporting the parent as well as supporting parent-child interaction and child development.
7. At a minimum, all families should be linked to a medical provider to assure optimal health and development (*i.e.*, timely immunizations, well-child care, etc.) Depending on the family's needs, they may also be linked to additional services such as financial, food, and housing assistance programs, school readiness programs, child care, job training programs, family support centers, substance abuse treatment programs, and domestic violence shelters.
8. Services should be provided by staff with limited caseloads to assure that home visitors have an adequate amount of time to spend with each family to meet their unique and varying needs and to plan for future activities (*i.e.*, for many communities no more than 15 families per home visitor on the most intense service level. And, for some communities the number may need to be significantly lower, *i.e.*, less than 10).
9. Service providers should be selected because of their personal characteristics (*i.e.*, non-judgmental, compassionate, ability to establish a trusting relationship, etc.), their willingness to work in or their experience working with culturally diverse communities, and their skills to do the job.
10. Service providers should have a framework, based on education or experience, for handling the variety of situations they may encounter when working with at-risk families. All service providers should receive basic training in areas such as cultural competency, substance abuse, reporting child abuse, domestic violence, drug-exposed infants, and services in their community.
11. Service providers should receive ongoing, effective supervision so that they are able to develop realistic and effective plans to empower families to meet their objectives; to understand why a family may not be making progress and how to work with the family more effectively; and to express their concerns and frustrations so that they can see that they are making a difference and in order to avoid stress-related burnout.

HFTC utilizes program tools for building protective factors in the family unit such as parental resilience, nurturing and attachment, social connections, knowledge of parenting and child development, effective problem solving, communication skills, social and emotional competence of children, and healthy marriages/healthy parenting partners to the families within the program to forestall child maltreatment.

The staff receives intense training on community resources, dynamics of child abuse and neglect, confidentiality, professional boundaries, cultural sensitivity, family functioning, universal health precautions, mental health, and communication skills.

4. Service coordination and collaboration strategies:

Healthy Families Travis County (HFTC) collaborates effectively with local community partners who also serve families in order to avoid duplication of services and strategize new ways to create a safety net for families in crisis and encourage self-sufficiency.

HFTC supervisors participate in quarterly network meetings with Success By 6 (SB6) for home visiting collaboration efforts with the goal of increasing the number of families in poverty to participate in parenting education and child development. Those agencies that participate in this coalition include but are not limited to: Any Baby Can-Nurse Family Partnership, United Way, Avance, Child Incorporated, Lifeworks, and RIF. Those individuals that attend these meetings have a shared responsibility to improve access to research-based home visiting and parent education services to families with children under the age of 5. Attendance to these meetings allows the supervisors to keep abreast of newest trends, statistics and evidence based data information and practices.

Healthy Families Supervisors also attend the Regional Healthcare Coverage Collaborative (RHCC) community meetings to obtain current resource information, agency announcements, and legislative updates.

Healthy Families collaborates with “Any Baby Can” to offer In Home Counseling Services to our families who have expressed a need for counseling to their Family Support Workers.

5. **OUTPUT** Performance

<u>OUTPUT # 1</u>	<u>City Funded Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	TOTAL (City Funded+ All Other) Annual Goal
Total number of unduplicated children served in home visiting services	24 Expansion	160 Existing	184

<u>OUTPUT # 2</u>	<u>City Funded Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	TOTAL (City Funded+ All Other) Annual Goal
Total number of families with established health care providers	24	160	184

6. **OUTCOME** Performance Measures

Total Program Performance – OUTCOME # 1	<u>Total Program Annual Goal</u>	If <u>not</u> reported every Quarter, in which Quarter(s)?
Number of Individuals demonstrating improved life skills (numerator)	20	Quarterly
Total number of families enrolled in home visiting services (denominator)	24	
Percentage of Individuals demonstrating improved life skills (outcome rate)	85%	

Total Program Performance – OUTCOME # 2	<u>Total Program Annual Goal</u>	If <u>not</u> reported every Quarter, in which Quarter(s)?
Number of children who progress to their next age-appropriate developmental stage (numerator)	22	Quarterly
Total number receiving age appropriate developmental screenings (denominator)	24	
Percentage of children showing age-appropriate development (outcome rate)	90%	

Total Program Performance – OUTCOME # 3	<u>Total Program Annual Goal</u>	If <u>not</u> reported every Quarter, in which Quarter(s)?
Number of families utilizing community resources (numerator)	20	Quarterly
Total number of families referred to community resources (denominator)	24	
Percentage of families utilizing community resources (outcome rate)	85%	

Total Program Performance – OUTCOME # 4	<u>Total Program Annual Goal</u>	If <u>not</u> reported every Quarter, in which Quarter(s)?
Number of children with age-appropriate immunizations (numerator)	*	Q3 & Q4
Total number of children who have obtained immunizations (denominator)	*	
Percentage of children receiving age-appropriate immunizations(outcome rate)	90%	

Total Program Performance – OUTCOME # 5	<u>Total Program Annual Goal</u>	If <u>not</u> reported every Quarter, in which Quarter(s)?
Number of prenatal and/or children who received the required number of medical/well child checkups required during the reporting period (numerator)	*	Q3 & Q4
Number of Prenatal and/or Well child Checkups required during the reporting period (denominator)	*	
Percentage of pregnant moms and/or children attending required medical appointments (outcome rate)	90%	

Total Program Performance – OUTCOME # 6	Total Program Annual Goal	If <u>not</u> reported every Quarter, in which Quarter(s)?
Number of families receiving parenting education /child development (numerator)	22	Q3 & Q4
Total number of families participating in home visit services (denominator)	24	
Percentage of participating families who will have no substantiated child abuse or neglect (outcome rate)	90%	

7. Community planning activities:

The Healthy Families Family Assessment Workers provide ongoing information/outreach to the community referral sources on an ongoing basis. They conduct informative presentations regarding program services and referral criteria to existing and new referral partners. The Child Development Specialist/Family Assessment Worker participates in agency community fairs and conducts at least 2-3 presentations to various community agencies on topics such as Parenting and Child Development.

Healthy Families Supervisors represent the department and the program in the community to build and maintain positive working relationships with other organizations. Supervisors maintain and enhance communication, outreach efforts in the community, including program events, newsletter, website, conferences, presentations and networking.

Healthy Families Supervisors participate in quarterly community meetings with various community agencies to address the target population served, child development and child mental health.

8. Program Evaluation Plan

- Performance Evaluation:

Policies and procedures are guiding practices that support staff in informed decision- making. HF organizes its guidelines around the critical elements which have been an important component in developing consistent and quality standards of operation.

Healthy Families Home Visitors maintain a record on whether the families are achieving program goals. Quarterly reports are completed on the results of whether families:

- Use a consistent medical provider in order to reduce emergency room visits
- Value preventive medical care by keeping well child checks and immunizations current
- Provide a caring and stimulating home environment to promote healthy development
- Learn developmentally appropriate discipline techniques to promote positive parent-child relationship

Healthy Families tracks its performance on a quarterly basis. The agency reports this information to the Advisory Board on a quarterly basis. The supervisors meet twice a month for a performance analysis and to collect the reports and data. Healthy Families Travis County uses the Program Information Management System (PIMS) to capture information on the participants for the intake, screening, and assessments. The home visitors utilize this system on a daily basis to document the activities of their home visit and their observations of the parent-child relationship. The program supervisors are responsible for collecting and reporting performance outcomes to the advisory board and director of the home visiting program.

Parent Surveys are provided to the families twice a year to obtain feedback on the services that they receive. Supervisors make phone calls to families or accompany staff on home visits to monitor the quality improvement effort.

- Quality Improvement:

The Quality Improvement plan designed for Healthy Families to address problems or other issues within the service delivery consists of weekly supervision sessions and bi-monthly team meetings with staff. The supervisors meet regularly to discuss service delivery concerns and program development. They evaluate the overall program functioning, including employee's performance and families input. Additionally, ensure program compliance with the department and Healthy Families America Standards, including investigating client or community complaints.

Supervisors offer program reviews and training during the team meetings in order to enhance staff skills so that they can be successfully integrated collectively into the social service delivery systems and enhance program goals. Staff is given the opportunity during team meetings or individually to discuss their satisfaction about their work. In addition, supervisors will recommend the use of online training and technical assistance to address other staff concerns and encourage staff growth.

The program will strive to maintain full caseloads while continuing to enroll new families in a timely manner. Supervisors will monitor caseloads regularly in order to ensure that families' needs are met and to ensure that staff is effectively managing their workload. Program Full status may be used in order to maintain the programs commitment to quality.

FORM #4: PROGRAM BUDGET

Agency: Travis County

Program: Healthy Families Expansion Project

<i>IMPORTANT: All \$ amounts must be whole dollars only (no cents)</i>			
PERSONNEL	Requested CITY Amount	Amount Funded by ALL OTHER Sources	* TOTAL Budget (ALL funding sources)
Administrative Salaries - Regular Time	0	0	0
Direct Service Salaries - Regular Time	119,395	517,716	
Administrative Salaries Overtime	0		
Direct Service Salaries - Overtime			0
Benefits	49,373	228,753	278,126
A. SUBTOTALS: PERSONNEL	168,768	746,469	915,237
OPERATING EXPENSES			
General Operating Expenses	45,507	42,540	88,047
Insurance/Bonding	0	0	0
Audit Expenses <i>(provide details for this line item in the Subcontracted Expenses form)</i>	0	0	0
Consultants/Contractual <i>(provide details for this line item in the Subcontracted Expenses form)</i>	1,175		1,175
Staff Travel - <u>within</u> Travis County	10,800	6,400	17,200
Conferences/Seminars/Training - <u>within</u> Travis County	750	6,344	7,094
** Staff Travel - <u>out of</u> County	2,000	0	2,000
** Conferences/Seminars - <u>out of</u> County	21,000	0	21,000
B. SUBTOTALS: OPERATING EXPENSES	81,232	55,284	136,516
DIRECT ASSISTANCE			
Food/Beverage for Clients <i>(NOTE: Alcoholic beverage expenditures are not eligible or allowable)</i>	0	0	0
Financial Assistance for Clients (e.g. rent, mortgage, utilities)	0		0
Other (specify)	0		0
			0
C. SUBTOTALS: DIRECT ASSISTANCE	0	0	0
EQUIPMENT/CAPITAL OUTLAY			
** (specify equipment)	0	0	0
D. SUBTOTALS: EQUIPMENT/CAPITAL OUTLAY	0	0	0
GRAND TOTAL (A + B + C + D)	250,000	801,753	1,051,753
PERCENT SHARE of Total for Funding Sources:	23.8%	76.2%	100.0%

FORM # 5: Program Budget NARRATIVE

Agency: **Travis County**

Program: **Healthy Families Expansion Project**

PERSONNEL	NARRATIVE
Salaries – Direct Services	Salaries - staff working directly in the program.
Salaries – Overtime	N/A
Benefits	FICA, Medicare, Workers Compensation, Retirement, Life Insurance, Medical Insurance, Longevity.
OPERATING EXPENSES	
General Operating Expenses	Cell phone allowance, office supplies, Family supplies, Child Development materials, Office furniture-desk/chair (2,500 ea.) X 3 =7,500 Phone drops (640 ea.)X 3=1,920 Computers (2,500 ea.) x 3 = 7,500 Cubicles or dividers = 5,000
Insurance/Bonding	N/A
Audit Expenses	N/A
Consultants/Contractual	Healthy Families America Affiliation Fee and Software License
Staff Travel	Mileage Reimbursement to conduct Home visits.
Conferences/Seminars/Trng	Wraparound Training
** Staff Travel - <u>out of County</u>	Prevent Child Abuse Texas (PCAT)-registration and accommodations for staff to attend training.. CPS Training-registration for staff to attend training
** Conferences/Seminars/Trng. – <u>out of County</u>	FAW CORE Training-(\$6500) flat rate- required training per Healthy Families America FSW CORE Training-(\$6500) flat rate- required training per Healthy Families America Growing Great Kids Curriculum Training-Evidence Based Parenting Curriculum
DIRECT ASSISTANCE	
Food/Beverage for Clients (NOTE: Alcoholic beverage expenditures are not eligible or allowable)	N/A
Financial Assistance for Clients (e.g. rent, mortgage, utilities)	N/A
Other (specify)	N/A
EQUIPMENT/CAPITAL OUTLAY	
** (Specify)	Please refer to contract for capital outlay/equipment guidelines.

** These line items require prior approval – Refer to your Contract Language.

Form # 6: Total Program STAFF POSITIONS & TIME

Agency: Travis County
Program: Healthy Families Expansion Project

TOTAL PROGRAM STAFF: INDIVIDUAL POSITIONS & TIME ASSIGNED

List ALL Program Positions Individually by Titles	Percent of Time for this Program
1 Program/Supervisor (50%FTE Intake/ Assessment and 50% FTE Supervisor)	100% FTE
1Family Support Worker (Home Visitor)	100% FTE
1 Family Support Worker (Home Visitor)	100% FTE
• All Positions listed are Direct Service Staff	

FORM # 7: PROGRAM FUNDING SUMMARY

Agency Name: <u>Travis County</u>	Program Name: <u>Healthy Families Expansion Project</u>
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Funding Sources	Grant/Contract Name	Funding Period	Funding Amount
City of Austin	Healthy Families Expansion Project	5/1/2013 - 4/30/2014	\$250,000
Travis County	Healthy Families Travis County	10/1/2013 - 9/30/2014	\$801,763
Federal			
Federal			
State			
State			
United Way			
Contributions			
Program Income/ Fees			
Other (Specify)			
Other (Specify)			
Other (Specify)			
Other (Specify)			
TOTAL PROGRAM FUNDING:			\$1,051,763