

## Item 14



# Travis County Commissioners Court Agenda Request

**Meeting Date:** 05/14/2013, 9:00 AM, Voting Session

**Prepared By/Phone Number:** Victoria Ramirez, Planning and Budget, 854-6039

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive,  
Planning and Budget

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

Review and approve biannual application to the Office of the Attorney General to continue the Victim Coordinator and Liaison Grant in the District Attorney's Office.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Item is to submit a renewal application for an existing victim support program. Grant has a two year term, so the application is through 2015.

### **STAFF RECOMMENDATIONS:**

PBO recommends approval.

### **ISSUES AND OPPORTUNITIES:**

Additional information is provided on the grant summary sheets.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

No match required.

### **REQUIRED AUTHORIZATIONS:**

Planning and Budget Office

Leslie Browder

County Judge's Office

David Salazar

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE  
FY 2013

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs.  
This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
A 119	Victim Coordinator and Liaison Grant	09/01/13 - 08/31/15	\$84,000	\$0	\$0	\$0	\$84,000	-	R	S	8

**PBO Notes:**

- R - PBO recommends approval
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed

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

- S - Simple
- MC - Moderately Complex
- C - Complex
- EC - Extremely Complex

**FY 2013 Grant Summary Report  
Grant Applications approved by Commissioners Court**

*The following is a list of grants for which application has been submitted since October 1, 2012, and the notification of award has not yet been received.*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
117	Southeast Travis County Historical Survey	10/01/12 - 09/30/14	\$7,500	\$0	\$6,000	\$1,500	\$15,000	-	10/30/2012
119	Underage Drinking Prevention Program	10/01/13 - 09/30/14	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	11/6/2012
124	Formula Grant- Indigent Defense Grants Program	10/01/12 - 09/30/13	\$441,998	\$0	\$0	\$0	\$441,998	-	11/27/2012
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	7/1/13- 6/30/14	\$34,306	\$0	\$0	\$0	\$34,306	-	12/4/2012
145	Juvenile Treatment Drug Court	9/30/2013- 9/29/2014	\$199,970	\$0	\$0	\$0	\$199,970	-	1/8/2013
145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	09/01/13 - 08/31/14	\$61,334	\$6,814	\$0	\$0	\$68,148	-	1/22/2013
158	Coming of Age (CNCS)	04/01/13 - 03/31/14	\$50,495	\$324,753	\$0	\$0	\$375,248	6.80	1/22/2013
147	Emergency Management Performance Grant	10/01/12 - 09/30/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	2/5/2013
137	TCSO Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	2/5/2013
137	TxDOT Impaired Driving Mobilization	03/1/13 - 09/30/13	\$16,906	\$5,684	\$0	\$0	\$22,590	-	2/5/2013
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$233,124	\$0	\$0	\$0	\$233,124	2.00	2/19/2013
124	Veterans Commission Grant	07/01/13 - 06/30/14	\$49,470	\$0	\$0	\$0	\$49,470	-	2/19/2013
139	Travis County Adult Probation DWI Court	09/01/13 - 08/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	2/19/2013
145	The Eagle Soars: An Educational and Career Development Program	09/01/13 - 08/31/14	\$115,955	\$0	\$0	\$0	\$115,955	-	2/19/2013
145	Enhancing Services for Victims of Crime	09/01/13 - 08/31/14	\$62,886	\$15,722	\$0	\$0	\$78,608	1.00	2/19/2013
145	Drug Court & In-Home Family Services	09/01/13 - 08/31/14	\$181,000	\$20,111	\$0	\$0	\$201,111	0.23	2/19/2013
142	Drug Diversion Court	09/01/13 - 08/31/14	\$155,838	\$0	\$0	\$0	\$155,838	2.00	2/19/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$143,438	\$0	\$0	\$0	\$143,438	1.00	2/26/2013
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,954	\$34,053	\$0	\$17,088	\$136,095	1.77	2/26/2013
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$193,808	\$0	\$0	\$0	\$193,808	0.50	2/26/2013
158	Parenting in Recovery II*	09/30/12 - 09/29/13	\$625,747	\$0	\$268,195	\$0	\$893,942	1.00	2/26/2013
145	IMPACT: Investing in Minds to Prepare for A Career in Technology	10/1/13 - 09/30/14	\$416,327	\$0	\$0	\$0	\$416,327	1.00	3/5/2013
137	K9s4COPs	04/01/13 - 09/30/13	\$12,000	\$0	\$0	\$0	\$12,000	-	3/26/2013
145	Leadership Academy	10/01/13 - 09/30/14	\$143,665	\$47,888	\$0	\$0	\$191,553	1.75	3/26/2013
158	Basic Transportation Needs Fund (Bus Pass Program)	09/01/13 - 08/31/14	\$5,790	\$0	\$0	\$0	\$5,790	-	4/9/2013
145	FRESH Youth (Finding Regionally Sourced Food for High-Risk Youth)	11/01/13 - 10/31/14	\$45,000	\$15,000	\$0	\$0	\$60,000	-	4/16/2013
157	NEH Preservation Assistance for Smaller Institutions	05/01/14 - 08/01/14	\$6,000	\$0	\$0	\$0	\$6,000	-	4/16/2013
137	State Criminal Alien Assistance Program - SCAAP 13	07/01/11 - 06/30/12	\$40,568,231	\$0	\$0	\$0	\$40,568,231	-	4/16/2013
137	SCATTIF Sheriff's Combined Auto Theft Task Force	09/01/13 - 08/31/14	\$1,001,869	\$134,184	\$258,235	\$0	\$1,394,288	12.00	4/30/2013
145	Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Needs	10/01/13 - 09/30/16	\$644,987	\$0	\$0	\$0	\$644,987	-	4/30/2013
119	Other Victim Assistance Grant	09/01/13 - 08/31/15	\$84,000	\$0	\$28,129	\$0	\$112,129	1.00	5/7/2013

\*Amended from original agreement.

\$46,070,575 \$675,430 \$631,149 \$73,588 \$47,450,742 40.05

**FY 2013 Grant Summary Report  
Grants Approved by Commissioners Court**

*The following is a list of grants that have been received by Travis County since October 1, 2012.*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Travis County Eagle Resource Project	09/01/12 - 08/31/13	\$29,930	\$0	\$0	\$0	\$29,930	-	10/2/2012
145	Trama Informed Assessment and Response Program	09/01/12 - 08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	10/2/2012
137	Sheriff's Office Command and Support Vessel*	9/1/12- 3/31/13	\$250,000	\$0	\$0	\$0	\$250,000	-	10/16/2012
139	Travis County Adult Probation DWI Court	9/1/2012- 8/31/2013	\$229,112	\$0	\$0	\$0	\$229,112	4.00	10/16/2012
147	Emergency Management Performance Grant	10/01/11 - 03/31/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	10/16/2012
119	Family Violence Protection Team*	10/1/2010 - 03/31/2012	\$699,507	\$168,239	\$0	\$0	\$867,746	4.50	10/23/2012
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$137,388	\$0	\$0	\$0	\$137,388	1.00	10/23/2012
145	Drug Court & In-Home Family Services	09/01/12 - 08/31/13	\$66,428	\$7,381	\$0	\$0	\$73,809	0.09	10/23/2012
158	Comprehensive Energy Assistance Grant*	01/01/12 - 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	-	10/23/2012
158	Low Income Home Energy Assistance Program (LIHEAP) Weatherization Program	04/01/12 - 03/31/13	\$817,334	\$0	\$0	\$0	\$817,334	-	10/23/2012
124	Travis County Veterans' Court	09/01/12 - 08/31/13	\$186,000	\$0	\$0	\$0	\$186,000	2.00	10/30/2012
142	Drug Diversion Court	09/01/12 - 08/31/12	\$132,585	\$0	\$0	\$0	\$132,585	1.00	10/30/2012
158	Parenting in Recovery II	09/30/12 - 09/29/13	\$500,000	\$0	\$214,286	\$0	\$714,286	2.00	11/6/2012
158	Targeted Low Income Weatherization Program (TLIWP)	10/01/12 - 12/31/12	\$42,061	\$0	\$0	\$0	\$42,061	-	11/6/2012
158	Seniors and Volunteers for Childhood Immunization (SVCI)	09/01/12 - 08/31/13	\$8,845	\$0	\$0	\$0	\$8,845	0.14	11/20/2012
158	Coming of age (DADS)	09/01/12 - 08/31/13	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/20/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
158	DOE Weatherization Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	11/20/2012
158	Atmos Energy Share the Warmth	11/01/12 - 10/31/13	\$13,188	\$0	\$0	\$0	\$13,188	-	11/20/2012
139	Travis County Adult Probation DWI Court	09/30/12 - 09/29/13	\$206,515	\$0	\$0	\$0	\$206,515	2.85	11/27/2012
137	State Criminal Alien Assistance Program- SCAAP 12	07/01/10 - 06/30/11	\$492,999	\$0	\$0	\$0	\$492,999	-	11/27/2012
147	"Remembering When" Scholarship	12/02/12 - 11/01/13	\$4,000	\$0	\$0	\$0	\$4,000	-	11/27/2012
158	Comprehensive Energy Assistance Program (CEAP)*	1/1/12- 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	4.00	12/4/2012
145	National School Lunch/Breakfast Program*	7/1/12- 6/30/13	\$217,219	\$0	\$0	\$0	\$217,219	-	12/4/2012
158	Title IV-E Child Welfare Services	10/01/12 - 09/30/13	\$36,488	\$81,190	\$0	\$0	\$117,678	-	12/11/2012
137	2012 Byrne Justice Assistance Grant	10/01/12 - 09/30/15	\$86,000	\$0	\$0	\$0	\$86,000	-	12/18/2012
158	2012 Phase 30 Emergency Food and Shelter Program	04/01/12 - 03/31/13	\$25,000	\$0	\$0	\$0	\$25,000	-	12/18/2012
140	Safe Havens: Supervised Visitation and Safe Exchange program*	10/1/10- 9/30/13	\$400,000	\$0	\$0	\$0	\$400,000	-	12/28/2012
145	Juvenile Front End Therapeutic Services Program*	09/01/11- 08/31/12	\$17,617	\$0	\$0	\$0	\$17,617	-	1/22/2013
145	Residential Substance Abuse Treatment Program*	10/01/11 - 09/30/12	\$132,063	\$47,512	\$0	\$0	\$179,575	1.00	1/22/2013
145	Eagle Resource Project*	09/01/11- 08/31/12	\$34,628	\$0	\$0	\$0	\$34,628	-	1/22/2013
137	Sheriff's Office Command & Support Vessel*	09/01/12 - 06/30/13	\$250,000	\$0	\$0	\$0	\$250,000	-	1/29/2013
137	2010 UASI-Tactical Response Vehicle*	08/01/2010 - 07/31/12	\$475,000	\$0	\$0	\$0	\$475,000	-	2/12/2013
147	2010 HSGP _ Travis County Haz. Mat. Detection and Decontamination Equipment and Related Maintenance*	08/01/2010 - 07/31/12	\$39,938	\$0	\$0	\$0	\$39,938	-	2/12/2013
155	Justice Reinvestment Initiative	03/01/13 - 02/28/15	\$300,000	\$0	\$0	\$0	\$300,000	-	2/19/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
147	2010 UASI Chemical Biological Radiological Nuclear Explosive (CBRNE) Strike Team Coordinator*	08/01/10 - 12/31/12	\$250,000	\$0	\$0	\$0	\$250,000	1.00	2/26/2013
155	Justice Reinvestment Initiative (Arnold Foundation)	03/01/13 - 02/28/15	\$69,012	\$0	\$0	\$0	\$69,012	-	2/26/2013
159	Capital Area Trauma Regional Advisory Council	05/01/12 - 08/31/13	\$10,101	\$0	\$0	\$0	\$10,101	-	2/26/2013
158	Targeted Low Income Weatherization Program	03/01/13 - 11/30/13	\$54,850	\$0	\$0	\$0	\$54,850	-	4/9/2013
158	DOE Weatherization Assistance Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	4/9/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/13 - 06/30/14	\$35,000	\$0	\$0	\$0	\$35,000	0.65	4/16/2013
158	Basic Transportation Needs Fund Bus Pass Program	09/01/12 - 08/31/13	\$5,790	\$0	\$0	\$0	\$5,790	-	4/16/2013
158	Coming of Age (CNCS)	04/01/13 - 03/31/14	\$16,832	\$309,604	\$15,149	\$0	\$341,585	6.00	4/23/2013
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards	04/01/13 - 03/31/14	\$100,000	\$0	\$0	\$0	\$100,000	-	4/30/2013
158	Comprehensive Energy Assistance Program	01/01/13 - 12/31/13	\$2,637,219	\$0	\$0	\$0	\$2,637,219	4.00	4/30/2013
			\$14,971,031	\$400,027	\$214,286	\$0	\$15,585,344	23.08	

\*Amended from original agreement.

FY 2013 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request					
137	Child Abuse Victim Services Personnel**	9/1/12-8/31/13	\$8,920	\$0	\$8,920	1.00	10/31/2012	8/14/2012	N/A	Yes
119	Family Violence Accelerated Prosecution Program	9/1/12-8/31/13	\$12,620	\$0	\$12,620	1.00	10/31/2012	8/21/2012	N/A	Yes
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$10,922	\$0	\$10,922	1.00	10/31/2012	8/28/2012	N/A	No
124	Travis County Veterans Court	09/01/12 - 08/31/13	\$25,630	\$0	\$25,630	2.00	10/31/2012	8/28/2012	N/A	Yes
142	Drug Diversion Court	09/01/12 - 08/31/13	\$10,144	\$0	\$10,144	1.00	10/31/2012	8/28/2012	N/A	Yes
145	Juvenile Accountability Block Grant- Local Assessment Center	09/01/12 - 08/31/13	\$13,747	\$0	\$13,747	1.00	11/30/2012	8/28/2012	N/A	Yes
145	Residential Substance Abuse Treatment Program	10/01/12 - 09/30/13	\$15,046	\$0	\$15,046	1.00	12/31/2012	8/28/2012	N/A	Yes
158	Parenting in Recovery (PIR) FY 12	09/30/12 - 09/29/13	\$94,630	\$0	\$94,630	-	12/31/2012	9/25/2012	N/A	No
158	Parenting in Recovery (PIR) FY 13	09/30/12 - 09/29/13	\$84,756	\$0	\$84,756	-	12/31/2012	10/2/2012	N/A	No
158	Comprehensive Energy Assistance Program	1/1/2013-12/31/2013	\$29,196	\$200,000	\$229,196	4.00	3/31/2013	1/8/2013	N/A	No
158	Low Income Home Energy Program	04/01/13 - 03/31/14	\$0	\$100,000	\$100,000	-	6/30/2013	4/2/2013	N/A	No
158	Comprehensive Energy Assistance Program**	1/1/2013-12/31/2013	\$29,196	\$300,000	\$329,196	4.00	6/30/2013	4/2/2013	N/A	No
Totals			\$334,807	\$600,000	\$934,807	16.00				





**TRAVIS COUNTY  
FY 13 GRANT SUMMARY SHEET**

<b>Check One:</b>	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
<b>Department/Division:</b>	District Attorney's Office - Victim/Witness Director	
<b>Contact Person/Title:</b>	Liza Friend/Director	
<b>Phone Number:</b>	854-9079	

<b>Grant Title:</b>	Victim Coordinator and Liaison Grant		
<b>Grant Period:</b>	From: <input type="text" value="9/1/2013"/>	To: <input type="text" value="8/31/2015"/>	
<b>Fund Source:</b>	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Office of the Attorney General		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Originating Grantor:</b>			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 84,000	\$ 0	\$ 0	\$ 0	\$ 84,000
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Totals:</b>	<b>\$ 84,000</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 84,000</b>
<b>FTEs:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	RP	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
<b>Applicable Departmental Measures</b>					
1.	# victims served	5020	5859	5500	5100
2.	ratio of service actions to victims & witnesses	18.5:1	15.4:1	20.4:1	14.9:1
3.					
<b>Measures for the Grant</b>					
1.	#victims served	707	727	725	725
Outcome Impact Description					
2.	#information/referral actions	1586	1744	1500	1500
Outcome Impact Description					
3.	follow-ups with victims	1383	1321	1275	1275
Outcome Impact Description					

**PBO Recommendation:**

PBO recommends approval of this application in order to continue victim support services as detailed below. The grant has a two-year term. No match is required.

**1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?**

The purpose of this grant is to assist the District Attorney's Office in addressing the unique needs of victims of domestic violence. The funding will support and expand the collaboration between the District Attorney's Office and SafePlace which currently provides targeted victim support within the criminal justice system to victims of felony domestic violence cases. The goals of the project are: 1) to provide continuity of supportive services to victims of family violence from time of assault to offender's conviction, and 2) to advocate on behalf of the victim and support cooperation with prosecution in family violence cases.

Project activities include: 1) assisting victims referred, 2) linking victims with supportive services at SafePlace, 3) linking victims with other community resources, 4) informing victims about the Crime Victims' Compensation Fund and assisting them in filling out the application, 5) maintaining contact with victims throughout the criminal justice process, and 6) collaborating with the Family Violence Task Force to improve the systematic response to crime.

This is not a new program but a continuation of services currently provided by the District Attorney's Office. These specialized services targeted to assist victims of family violence were begun with the original grant funding in July, 2000. The grant funding enables the District Attorney's Office to contract with SafePlace to provide a full-time Counselor trained in family violence issues.

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

None

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

No County Match required.

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

The Office of the Attorney General does not allow indirect cost allocations in Victim Coordinator and Liaison Grants.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

There is no County commitment to the expanded services upon discontinuation of the grant by the grantor.

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

This is not a new program. Funding will allow continuation of the provision of specialized services begun under the previous grant. These services are targeted to victims of family violence that are in need of emotional, informational, educational and advocacy support.

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

This project is directly tied to the following goals and objectives in the Strategic Plan of the District Attorney's Office:

Maintain victim-focused prosecution.

Objectives: Include the victim throughout the prosecution process.

Enhance supportive services to crime victims.

Promote changes within the community that enhance services to victims of crime.

Improve the administration of justice.

Objective: Foster collaboration with all justice-related agencies, volunteer organizations, service providers and organizations.

Funding for this grant impacts the following Victim/Witness output measures:

# of services to victims and witnesses

# of victims served

# of files reviewed

ratio of follow-up contacts to files reviewed

ratio of services to victims served

**OFFICE OF THE ATTORNEY GENERAL  
CRIME VICTIM SERVICES DIVISION**

**Other Victim Assistance Grants (OVAG)  
Victim Coordinator and Liaison Grants (VCLG)**

**FY 2014-2015 Grant Application Kit**

**REGISTRATION DEADLINE:**

**5:00 p.m. CDT Wednesday, May 1, 2013**

**APPLICATION DEADLINE:**

**5:00 p.m. CDT Wednesday, May 15, 2013**

**This Kit contains the following:**

- I. General Instructions**
- II. Definitions (Output Definitions and General Definitions)**
- III. Specific Instructions for Tabs in Excel Workbook**
- IV. Certifications and Assurances**
- V. Required Documents**

***NOTE: Be sure to download the Excel workbook, which is also part of the Application Kit.  
The Excel workbook is a separate electronic file. See additional instructions in this Kit.***

**TABLE OF CONTENTS**

**I. GENERAL INSTRUCTIONS.....3**

**HOW TO OBTAIN AN APPLICATION KIT.....3**

**APPLICANT REGISTRATION.....3**

**APPLICATION SUBMISSION.....3**

**REQUIRED SOFTWARE.....5**

**AVAILABILITY OF FUNDS.....5**

**GRANT CONTRACT PERIOD - UP TO TWO YEARS.....5**

**ELIGIBLE APPLICANTS.....5**

**ELIGIBLE BUDGET CATEGORIES.....5**

**INELIGIBLE COSTS.....6**

**INELIGIBLE ACTIVITIES.....6**

**FUNDING LEVELS.....6**

**MATCH REQUIREMENTS.....7**

**VOLUNTEER REQUIREMENTS.....7**

**ASSISTANCE WITH RESTITUTION REQUIREMENTS.....7**

**STATE AND FEDERAL REQUIREMENTS.....7**

**CONTACT INFORMATION.....7**

**OVAG PROGRAM REQUIREMENTS.....8**

**VCLG PROGRAM REQUIREMENTS.....9**

**REVIEW PROCESS.....10**

**SCORING.....10**

**GRANT DECISIONS.....11**

**FUNDING PRIORITY.....11**

**GRANT AWARD NOTIFICATION.....11**

**SPECIAL CONDITIONS.....11**

**REPORTING REQUIREMENTS.....12**

**METHOD OF PAYMENT.....12**

**II. DEFINITIONS.....13**

**OUTPUT DEFINITIONS.....13**

**GENERAL DEFINITIONS.....16**

**III. SPECIFIC INSTRUCTIONS FOR TABS IN EXCEL WORKBOOK.....20**

**IV. OAG CERTIFICATIONS AND ASSURANCES.....31**

**V. REQUIRED DOCUMENTS.....38**

12

## I. GENERAL INSTRUCTIONS

### Other Victim Assistance Grant (OVAG) Program Victim Coordinator and Liaison Grant (VCLG) Program

#### How to Obtain an Application Kit

The Office of the Attorney General (OAG) has posted the Application Kit on the OAG's official agency website at <http://www.oag.state.tx.us/victims/grants.shtml>. Updates and other helpful reminders about the application process will also be posted at this location. Potential Applicants are encouraged to refer to this site regularly.

This Application Kit provides the information and forms necessary to prepare an Application for funding through the OAG Crime Victim Services Division (CVSD) for the OVAG and the VCLG Programs.

- An Applicant may submit an application for either one OVAG or one VCLG, but not both.
- Applicants seeking funding for a VCLG purpose area are limited to registering and applying for VCLG funding only.
- If eligible, an OVAG Applicant may also apply for one SAPCS-State (in a separate application kit). Note: the SAPCS-State application has the same deadline as OVAG.
- An Applicant must register on-line their intent to apply for each grant opportunity.
- A separate Application must be submitted for each grant opportunity.

#### Applicant Registration – Deadline Wednesday, May 1, 2013

All applicants are required to complete on-line Applicant Registration in order to apply for FY 2014-15 grants. To register go to: <http://www.oag.state.tx.us/victims/grants.shtml>.

- The deadline to register is 5:00 p.m. CDT Wednesday, May 1, 2013.
- After registering, applicants will receive a Unique Application Number (UAN).
- The UAN will be used by the OAG to track the receipt of applications and related documents from registered Applicants.
- OVAG applicants only: After completing the registration for an OVAG grant, if eligible, the Applicant will be able to also submit a registration for a SAPCS-State funding opportunity. The applicant will receive a separate UAN for each funding opportunity for which the applicant registers.

The UAN assigned must be included on all documents submitted to the OAG.

On-line Registration is required. If registration is not completed by 5:00 pm CDT Wednesday May 1, 2013, then an Application will not be accepted and is not eligible for funding.

#### Application Submission – Deadline Wednesday, May 15, 2013

**NEW:** Hard copy applications will not be accepted. Only email submissions in the manner described will be reviewed.

The Application consists of an Excel workbook, "Statements Supporting Submission of the Application to the OAG Crime Victim Services Division," "Resolution of Governing Body," Job Descriptions for the personnel requested in the budget, and Collaborative Agreements, if applicable.

The Applicant must submit an OVAG or VCLG Application to be received by the OAG no later than 5:00 p.m. CDT on Wednesday, May 15, 2013 to be considered for funding.

To meet the deadline, the application must be submitted via email **ONLY** (no hard copies) as follows:

- One (1) Application including the following:
  - One (1) Excel Workbook in Microsoft Excel format. A Portable Document Format (PDF) of the Excel workbook is not sufficient.
  - The following documents scanned into one\* PDF :
    - "Statements Supporting Submission of the Application to the OAG Crime Victim Services Division" containing original signatures.
    - "Resolution of Governing Body" containing original signatures. (Please note that the Authorized Official must be designated by signature of the governing body. If the Authorized Official is also a member of the governing body, they must be designated by another member's signature. The Authorized Official cannot sign the Resolution designating the Authorized Official.)
    - Job Description(s) for each position requested on the proposed budget in PDF.
    - Collaborative Agreement(s) for each collaboration (if required by the Applicant to achieve the goals of the proposed project as described in the Application).

\* If the applicant does not have the capability to scan the documents (excluding the Excel Workbook) into one PDF, the OAG will accept these document as separate PDFs. No Microsoft Word or other documents are acceptable.

- The Application (Excel Workbook and required PDF documents) must be sent to the following email address: [grants@texasattorneygeneral.gov](mailto:grants@texasattorneygeneral.gov).
- An auto-reply message will be generated by the OAG for email received at this address. If the Applicant does not receive an auto-reply message, they are strongly encouraged to contact the OAG immediately at (512) 936-1278 to ensure application receipt.

***The OAG accepts no responsibility for delays in submission, electronic or otherwise. Applicants are strongly advised to allow for and anticipate any such delays by submitting the Application as early as possible.***

**For security purposes, the OAG cannot accept Applications submitted in other formats, including walk-in, hand delivery, same day courier service or any other hard copy method of delivery.**

**Proof of submitting a document by email is not proof that the OAG received the information.**

**Please contact the OAG if there are any questions about the method of delivery. The OAG will not consider or fund an Application if it is not filed by the due date, in the manner required.**

**Required Software and Capabilities**

**Microsoft Excel 97 or newer version is required to complete the Application and apply for a grant. Please note that not all versions of Microsoft Excel are the same. If an error message is received, save as .xls, instead of .xlsx. Adobe Reader is required to access the Application Instructions. Adobe Reader can be downloaded for free at [www.adobe.com](http://www.adobe.com). In order to submit the required documents, applicants will need to have the capability to scan documents.**

**Availability of Funds**

**The source of funding is through a biennial appropriation by the Texas Legislature. All funding is contingent upon an appropriation to the OAG by the Texas Legislature. The OAG makes no commitment that an Application, once submitted, or a grant, once funded, will receive subsequent funding.**

**Grant Contract Period - Up to Two Years**

**The term of this grant contract is up to two years from September 1, 2013 through August 31, 2015, subject to and contingent on funding and approval by the OAG. If the grant contract period extends for more than one state fiscal year, the grantee may be required to submit additional documentation relating to the second fiscal year of the grant contract period, including an updated budget. The OAG may base its decision for the second fiscal year funding amounts on the grantee's first year performance, including but not limited to: the timeliness and thoroughness of reporting, effective and efficient use of grant funds and the success of the project in meeting its goals.**

**Eligible Applicants**

**The following entities are eligible to apply under the OVAG Program:**

- o Local units of government;
- o Non-profit agencies with 26 U.S.C. § 501(c)(3) status; or
- o State agencies, including universities.

**The following entities are eligible to apply under the VCLG Program:**

- o A local criminal prosecutor may apply for a grant to fund a position, or part of a position, for a victim assistance coordinator.
- o A local law enforcement agency may apply for a grant to fund a position or part of a position, for a crime victim liaison.

**Eligible Budget Categories**

- o Personnel
- o Fringe Benefits
- o Professional and Consultant Services
- o Travel



- Equipment
- Supplies
- Other Direct Operating Expenses

**Ineligible Costs**

Ineligible costs include, but are not limited to:

- Payment for overtime, out-of-state travel, dues, or lobbying
- Purchasing food and beverages except as allowed under Texas State Travel Guidelines
- Purchasing or leasing vehicles
- Purchasing promotional items or recreational activities
- Paying for travel that is unrelated to the direct delivery of services that supports the OAG funded program
- Paying consultants or vendors who participate directly in writing a grant application
- Paying any portion of the salary or any other compensation for an elected government official
- Payment of bad debt, fines or penalties
- Medical costs, such as Sexual Assault Nurse Examiner fees or salaries, or items paid for by the Crime Victims' Compensation Program
- Purchasing any other products or services the OAG identifies as inappropriate or unallowable
- Any unallowable costs set forth in state or federal cost principles

**Ineligible Activities**

Ineligible activities include, but are not limited to:

- Activities solely for research purposes
- Activities solely for the prosecution of an offender, such as witness coordination, expert witness fees, or prosecutor salaries
- Activities solely for law enforcement purposes, such as investigators or patrol officers
- Probation activities that assist an offender
- Offender-related activities, such as mediation or alcohol/drug abuse counseling
- Activities solely to prevent crime

**Funding Levels**

For each fiscal year of the two-year grant term, the following are the minimum and maximum amounts the OAG will reimburse toward each project funded by this grant. Applications requesting an amount below the minimum or above the maximum may not be considered. If the application is awarded, the budget may be adjusted by the OAG to fit within the minimum and maximum amounts.

U6

Type of Project	Minimum Amount		Maximum Amount	
	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	2014	2015	2014	2015
<i>OVAG Project</i>	\$20,000	\$20,000	\$42,000	\$42,000
<i>OVAG Statewide Project</i>	\$20,000	\$20,000	\$200,000	\$200,000
<i>VCLG Project</i>	\$20,000	\$20,000	\$42,000	\$42,000

Match Requirements

There are no match requirements for the OVAG or VCLG projects.

Volunteer Requirements

- o The OVAG Program has a volunteer requirement for non-profit Applicants. Governmental Applicants are encouraged, but not required, to use volunteers in some capacity to support the mission of the organization.
- o The VCLG Program does not have a volunteer requirement.

Assistance with Restitution Requirements

Prosecutor-based victim assistance programs applying for VCLG or OVAG funds will be required to provide the following services in FY 2014- 2015:

- o Assistance in making restitution requests; and
- o Collaboration with the OAG pursuant to the Texas Code of Criminal Procedure, to ensure restitution is ordered in the appropriate amount to be paid back to the Compensation to Victims of Crime Fund after compensation has been paid to or on behalf of the victim.
- o Prosecutors will be required to report on assistance in making restitution requests in the OAG performance report, if a grant award is made.

State and Federal Requirements

All Applicants should review and be familiar with the OAG administrative rules governing the OVAG and VCLG Programs. These rules are published in "1 Texas Administrative Code, Chapter 60," found at:

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac\\_view=4&ti=1&pt=3&ch=60](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=3&ch=60)

In addition to the OAG's administrative rules, Applicants should be familiar with the Uniform Grant Management Standards (UGMS) and relevant Office of Management and Budget (OMB) circulars that relate to state, and if applicable, federal grant funding.

- o UGMS can be found at: <http://www.governor.state.tx.us/grants/what>
- o OMB Circulars can be found at: <http://www.whitehouse.gov/omb/circulars/>

Contact Information

Assistance with technical questions about the Application Kit is available via:

- o Email: [grants@texasattorneygeneral.gov](mailto:grants@texasattorneygeneral.gov)
- o Phone: (512) 936-1278

Email is the preferred method for submitting questions. Each person submitting a question should include their name, the name of the organization, an email address, a phone number and if

applicable, the Unique Application Number. Please note that OAG staff cannot assist with writing Applications.

#### OVAG Program Requirements

The purpose of the OVAG Program is to provide funds, using a competitive allocation method, to programs that address the unmet needs of victims by maintaining or increasing their access to quality services.

**OVAG Purpose Areas:** Grant contracts awarded under this Application Kit may be used for victim-related services or assistance for the following purposes:

- Providing direct victim services including, but not limited to, counseling, crisis intervention, assistance with Crime Victims' Compensation, legal assistance, victim advocacy, and information and referral;
- Providing outreach or community education to help identify crime victims who might not otherwise be reached and provide or refer them to needed services;
- Connecting crime victims to services for the purpose of supporting or assisting in their recovery;
- Training professionals and volunteers to improve their ability to inform victims of their rights, to assist victims in their recovery, or to establish a continuum of care for victims; or
- Other support for victim-related services or assistance as determined by the OAG.

**OVAG Staffing Requirements:** The funding priority for the OVAG Program is to support positions that provide victim-related services or assistance and in particular to provide direct victim services.

- A minimum of 75% of an Applicant's budget must be allocated to the Personnel and Fringe Benefits budget categories. This requirement applies to all Applicants. The OAG may grant an exception to this requirement for projects that demonstrate a need as described in Tab C, Budget Calculation.
- An Applicant that requests 85% or more of the total grant amount in the Personnel and Fringe budget categories will be given additional consideration in scoring.
- An Applicant is limited to no more than six positions. Please note: Separating positions due to job sharing is included in the six position maximum.
- Each position listed on the budget can only be associated with one employee. Job sharing can be identified by listing the position on the budget separately as many times as necessary to include all employees who share the job.
- Job descriptions are required and must be submitted for all positions requesting funding. Each position listed must have a job description. Job descriptions must be submitted with the application. Job descriptions must reflect activities that relate to the project's goals and must be appropriately proportionate to the time spent on duties and projects funded by the OVAG grant. Job Descriptions must include a breakdown by time for activities funded by the grant.

**OVAG Direct Victim Services Staff:** Unless otherwise indicated in this Application Kit, all Applicants must provide one grant-funded person working at least twenty hours per week or two grant funded persons working at least ten hours each per week providing direct victim services in

the applicant's budget. Direct Victim Services are defined in the Definitions section of this Application Kit.

This requirement applies to all Applicants, including those that rely upon volunteers or contracted staff to deliver direct victim services. The OAG may grant an exception to this requirement for projects that demonstrate a need as described in Tab C, Budget Calculation.

At least one grant-funded person providing direct victim services will be required to complete an OAG training within 4 months of the grant execution date. One grant-funded person providing direct services must always be current on the OAG training. If for example, the grant-funded person providing direct victim services that initially completed the training is no longer employed by the agency, another grant-funded person providing direct victim services must complete the training. The training requirement may be completed either by attending an OAG training in person, or via an online course offered by the OAG. This requirement will be in effect for the entire two year grant cycle.

**OVAG Administrative Staff:** While the OAG prefers to fund positions providing direct victim services, it recognizes that administrative personnel may be needed to support victim-related services or assistance.

- o The Applicant may not include more than three positions providing administrative support.
- o The OAG will consider any position that has hours listed on the budget in the Administrative Column on Tab C-Budget Calculation as one of the three allowed administrative positions.
- o The combined total number of hours for all administrative positions cannot exceed fifteen hours per week.

**OVAG Non-Profit Volunteer Requirement:** All non-profit (non-governmental) OVAG Applicants are required to use volunteers in some way to support the mission of their organization. If the organization does not currently utilize volunteers, a plan must be provided explaining how a volunteer program will be developed and implemented during the grant term.

If the Applicant currently uses volunteers, they must identify the role of a volunteer within the organization and describe program components related to recruitment, retention and training of volunteers.

**OVAG Statewide Project:** A statewide project is one that actively offers or provides victim-related services or assistance in six or more Council of Government (COG) regions. In addition to the purpose areas stated above, only Statewide projects may apply for funding for public awareness campaigns designed for connecting crime victims to services for the purpose of supporting or assisting in their recovery.

#### VCLG Program Requirements

The purpose of the VCLG program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies.

In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically the duties associated with ensuring crime victim's rights described in Article 56.02), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services.

At least one grant-funded person providing direct victim services will be required to complete an OAG training within 4 months of the grant execution date. One grant-funded person providing direct services must always be current on the OAG training. If for example, the grant-funded person providing direct victim services that initially completed the training is no longer employed by the agency, another grant-funded person providing direct victim services must complete the training. The training requirement may be completed either by attending an OAG training in person, or via an online course offered by the OAG. This requirement will be in effect for the entire two year grant cycle.

**VCLG Staffing Requirements:** An Applicant for the VCLG Program must request funding for a position that will perform the duties of a VAC or a CVL.

- A minimum of 75% of an Applicant's budget must be allocated to the Personnel and Fringe Budget categories.
- An Applicant that requests 85% or more of the total grant amount in the Personnel and Fringe Benefits budget categories will be given additional consideration in scoring.
- The Applicant must, at minimum, provide one VAC or CVL position working twenty hours per week or two positions working at least ten hours each per week in the applicant's budget.
- An Applicant is limited to no more than six positions. Please note: Separating positions due to job sharing is included in the six position maximum.
- Each position listed on the budget can only be associated with one employee. Job sharing can be identified by listing the position on the budget separately as many times as necessary to include all employees who share the job.
- Job descriptions are required and must be submitted for all positions requesting funding. Each position listed must have a job description. Job descriptions must be submitted with the application. Job descriptions must reflect activities that relate to the project's goals and must be appropriately proportionate to the time spent on duties and projects funded by the VCLG grant. Job Descriptions must include a breakdown by time for activities funded by the grant.

#### Review Process

The OAG will review each complete Application filed by the deadline by an eligible Applicant.

- At any time during the review process, an OAG staff member may contact the Applicant for additional information.
- All areas of the budget are subject to review and approval by the OAG. Decisions related to the budget are based on both eligibility and reasonableness.

#### Scoring

The Application will be scored on information provided by the Applicant including, but not limited to:

- Organization Summary (20% of overall score)

- Project Summary and Description of Need (19% of overall score)
- Assessment and Evaluation (6% of overall score)
- What Will Be Done (30% of overall score)
- Financial Questions (20% of overall score)
- Comprehensive Scoring Criteria (5% of overall score)

#### Grant Decisions

During the grant review and award process, the OAG may take into consideration other factors including whether the applicant has demonstrated acceptable past performance as a grantee in areas related to programmatic and financial stewardship of grant funds.

The OAG may choose to award a grant contract from a different OAG funding source than that for which the Applicant applied.

The OAG is not obligated to award a grant at the total amount requested and/or within the budget categories requested. The OAG reserves the right to make awards at amounts above and/or below the stated funding levels.

All grant decisions including, but not limited to, eligibility, evaluation and review, and funding rest completely within the discretionary authority of the OAG. The decisions made by the OAG are final and are not subject to appeal.

#### Funding Priority

The OAG reserves the right to consider all other appropriations or funding an Applicant currently receives when making funding decisions. The OAG may give priority to Applicants that do not receive other sources of funding, including funding that originates from the OAG.

The OAG reserves the right to give priority to projects that provide direct victim services with grant funds, that provide information and education about victim rights in their community, or projects that utilize volunteers in providing services.

#### Grant Award Notification

The Applicant shall be notified in writing of the OAG's decision regarding a grant award.

The OAG may utilize a grant contract document and/or a notice of grant document once a decision is made to award a grant. The Applicant will be given a deadline to act to accept the grant award and to return the appropriate document to the OAG within the time prescribed by the OAG. An Applicant's failure to return the signed document to the OAG within the prescribed time period will be construed as a rejection of the grant award, and the OAG may de-obligate funds.

#### Special Conditions

The OAG may assign special conditions at the time of the award. Until satisfied, these special conditions may affect the Applicant's ability to receive funds. If special conditions are not resolved, the OAG may de-obligate funds up to the entire amount of the grant award.

Reporting Requirements

If an Application is funded, grantees will be required to report to the OAG in the manner and schedule as determined by the OAG. If Reports are not submitted by the established dates this may affect the Applicant's ability to receive reimbursement requests. Reporting on grant project activities such as outputs and outcomes via quarterly Performance Reports will be required.

Method of Payment

OAG grants are paid on a cost-reimbursement basis.

## II. Definitions

### OUTPUT DEFINITIONS

**Unique Victims Served** - a victim of crime counted only once in a given time for receiving one or more services by one or more grant funded staff.

**Direct Victim Services** – are defined as providing the following activities:

- Assistance with Crime Victims' Compensation
- Assistance with Texas SAVNS
- Information and Referral
- Accompaniment (Criminal Justice, Law Enforcement, Medical)
- Crisis Intervention
- Individual Counseling
- Groups (Support, Therapeutic)
- Peer Support Services
- Assistance with Restitution
- Assistance with Victim Impact Panels
- Assistance with Victim Impact Statements
- Emergency Funds
- Follow up with Victim
- Legal Assistance
- Lodging
- Transportation
- Victim Advocacy

**Assistance with Crime Victims' Compensation** – assistance provided to a victim explaining Crime Victims' Compensation (CVC) forms and processes and/or completing the appropriate forms. Providing general information on CVC should be counted under "Information and Referral."

**Assistance with Texas SAVNS** - assistance provided to a victim explaining Texas SAVNS and/or registering or accessing information. Providing general information on Texas SAVNS should be counted under "Information and Referral."

**Information and Referral** – all forms of contact with victims in which services and available support (provided by the Applicant or the community) are identified and/or offered. This includes general information provided to victims on the Crime Victims' Compensation (CVC) program, victims' rights, Texas Statewide Automated Victim Notification Services (SAVNS) program, the Victim Impact Statement (VIS), and issues related to victimization. Information and Referral does not include Assistance with Crime Victims' Compensation, Texas SAVNS or Victim Impact Statements, these should be included in their specific categories.



### **Accompaniment**

**Criminal Justice Accompaniment** – support provided to a victim while that victim is participating in the criminal justice system. The law enforcement and medical accompaniment are listed separately.

**Law Enforcement Accompaniment** – support provided to a victim while that victim is interacting with a law enforcement agency.

**Medical Accompaniment** – support provided to a victim while receiving services at a medical facility. A minimum of 45 minutes must be spent with the victim.

### **Counseling/Therapy**

**Crisis Intervention** – assistance provided to a victim to reduce stress and provide immediate, short-term support to reduce the impact of the crime.

**Individual Counseling** – provided to a victim face-to-face by a licensed professional and uses one-on-one psychological and/or therapeutic methods of treatment for a minimum of 45 minutes.

**Support Groups** – groups for victims led by trained staff, volunteers or peer facilitators covering educational material or issues brought up by the group.

**Therapeutic Groups** – groups facilitated by a licensed professional and includes therapeutic/counseling and/or psycho-educational content for victims.

**Peer Support Services** – one-on-one peer support provided by trained staff and/or volunteers to increase client functionality and facilitate empowerment in meeting his/her physical, medical, legal, and or psychological needs.

**Assistance with Restitution** – at a minimum, those duties required under Texas Code of Criminal Procedure, Articles 56.02, 56.04, and 56.08, which include notice of right to restitution and a written notification of the general restitution process within 10 days after the date that an indictment or information is returned against a defendant. Assistance with Restitution may also include assisting victims with calculating losses; gathering documentation/receipts; reviewing victim impact statements for potential restitution requests; contacting CVC to determine if funds have been expended on victim's behalf; and providing restitution information and CVC reimbursement requests for the prosecution.

**Assistance with Victim Impact Panels** – assistance provided to a victim to prepare a victim to present on a Victim Impact Panel.

**Assistance with Victim Impact Statements** – assistance provided to a victim explaining the Victim Impact Statement and/or completing the appropriate forms. Providing general information on Victim Impact Statements should be counted under "Information and Referral."

**Emergency Funds** – funds that the Applicant will provide directly to victims for items needed immediately following a crime and that would not otherwise be paid for by the Crime Victims' Compensation Program.

**Fiscal Year** – Texas state fiscal year, beginning on September 1<sup>st</sup> and ending on August 31<sup>st</sup>.

**Follow-up with Victim** – in person, telephone or written communication, initiated by the advocate that occurs as a follow-up to an initial meeting with the victim—to provide or offer services such as emotional support, empathetic listening and checking on progress.

**Legal Assistance** – assistance provided to a victim with criminal or civil legal issues, including, but not limited to, completing and/or filing of temporary restraining orders, injunctions, other protective orders, elder abuse or child abuse petitions. The available scope of legal services may be for the following service areas: Legal services to assist victims of human trafficking; legal services to assist victims of crime to obtain temporary or permanent protective orders; spousal/child support, divorce and relocation, legal services to assist victims of crime with immigration proceedings; and legal services relating to victims of crime obtaining Crime Victims' Compensation benefits. Any other scope of legal services must have the prior written approval of the OAG. Legal assistance does not include activities solely for the prosecution of an offender, such as witness coordination; expert witness fees; or prosecutor salaries.

**Lodging** – arranging and/or providing lodging for a victim.

**Transportation** – arranging and/or providing transportation for a victim for planned activities to one or more destinations in a single trip, or to an unplanned or crisis situation to or from locations such as medical facilities, shelters, or police stations.

**Victim Advocacy** – assistance and advocacy provided on behalf of victims to a third party. Victim Advocacy includes phone calls or in-person visits to a law enforcement, criminal justice or other type of agency to gain information on behalf of the victim, assist the victim in securing his or her rights, remedies and services from other agencies, intervention with employers, follow-up on CVC claims filed, assisting with other agencies that may provide non-criminal justice related services for victims such as job training. Victim Advocacy does not include any legal filings – see "Legal Assistance."

**Victim Services Training** – training provided to professionals and volunteers to improve their ability to inform victims of their rights, to assist victims in their recovery, or to establish a continuum of care for victims.

**Outreach or Community Education** – a presentation that educates and informs the general public or specific groups on a particular topic. The outreach or community education presentation is formal, and length and content of presentation is the same for each participant at the presentation. Participants are from the community and do not represent a specific type of profession. For example, an outreach presentation may be given at a neighborhood association's "Night Out Against Crime" block party. The residents of the neighborhood would gather at the neighborhood park bleachers at 7:00 p.m. to hear a 15- minute presentation about services available at the grantee's organization before the block party starts.

**Informational Fairs** - a presentation that provides information to the general public or attendees on different topics. At informational fairs, the presentation is informal, usually on different topics and for different lengths of time, depending upon the participant's interest. Participants are from the community and do not represent a specific type of profession. For example, a grantee may set up a booth beside an entrance to a busy shopping area, customers of the shopping area may stop by the booth to pick up brochures on different services available at the grantee's organization and may talk for a few minutes to the presenter.

**Structured Education** - a curriculum delivered by trained staff or volunteers to provide age and culturally appropriate presentations to groups of students in grades kindergarten through twelve and post-secondary/college. These presentations are delivered in the context of a system that serves this student population. These systems include, but are not limited to: 1) school systems; 2) social and service organizations; and 3) religious organizations. Curriculum-based presentations made to adults working with the indicated population may also be counted as structured education.

**Public Awareness Campaign** - a coordinated series of public service announcements, articles, press events and/or other activities designed to connect crime victims to services for the purpose of supporting or assisting in their recovery.

## **GENERAL DEFINITIONS**

**Advertising Costs** - the cost of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television, direct mail, exhibits, electronic or computer transmittals and the like. Most advertising is unallowable for grant purposes and are only allowable if related to and necessary for performance of the grant, i.e. recruitment of personnel, procurement of goods and services, disposal of surplus materials, or other specific purposes necessary to meet the requirements of the grant project.

**Alternate Designee** - The person authorized to sign invoices for the agency (i.e., Authorized Official, Executive Director, Financial Director, Auditor, Treasurer, etc.)

**Authorized Official** - Each grantee must designate an Authorized Official. The authorized official may not be the same person as the grant contact. The authorized official is the person authorized to apply for, accept, decline, or cancel the grant for the grantee. This person signs all grant contracts and financial forms as well as any other official documents related to the grant. This person may be, for example, the executive director of the entity, a county judge, or the designee authorized by the governing body in a resolution.

**Cooperative Working Agreement** - see memorandum of understanding.

**Contract Staff** - individuals that are not employed by the organization but are hired contractors of the organization to carry out specific work for the grant.

**Crime Victim Liaison** - each local law enforcement agency shall designate one person to serve as the agency's crime victim liaison. Each agency shall consult with the victim assistance coordinator in the office of the attorney representing the state to determine the most effective manner in which the crime victim liaison can perform the duties imposed on the crime victim liaison under this article. The duty of the crime victim liaison is to ensure that a victim, guardian of a victim, or close relative of a deceased victim is afforded the rights granted victims, guardians, or close relatives of deceased victims by Subdivisions (4), (6), and (9) of Article 56.02(a) of the Texas Code of Criminal Procedure.

**Equipment** - an article of non expendable, tangible personal property having a useful life of more than one (1) year and a per unit acquisition cost which equals the lesser of the capitalization level established by the grantee for financial statement purposes or \$5,000.

**Employee** - a person under the direction and supervision of the organization, who is on the payroll of the organization and for whom the organization is required to pay applicable income withholding taxes.

**Fringe Benefits** - compensation or other benefits provided by the employer to the employee at no charge that is above and beyond salary or wages. Examples include health plans, life insurance, and employer's portion of payroll tax.

**Grant Contact** - Each grantee must designate a Grant Contact. The grant contact may not be the same person as the Authorized Official. The grant contact must be an employee of the grantee who is responsible for operating and monitoring the project and who is able to readily answer questions about the project's day-to-day activities. All grant-related information will be sent to the grant contact.

**Memorandum of Understanding (MOU)** - a written agreement between two or more parties that sets forth any common understandings, respective roles or interactions between the parties or any supporting duties or responsibilities between the parties. It must be signed by all parties involved and describe in sufficient detail the subject matter of the agreement.

**Mileage** - per mile cost when traveling by car.

**Other Direct Operating Expenses** - costs not included in other budget categories and which are directly related to the day-to-day operation of the grant program. Other direct operating expenses include, but are not limited to, conference registration, rent, utilities, janitorial supplies, liability insurance, and communication.

**Outcome** - specific changes in knowledge, attitudes, skills, behavioral intentions, behaviors, or other that are expected as a result of program activities. Example: 75% of unique victims served (output) this year showed an "Increase in knowledge of crime victims' rights" (outcome).

**Outcome Target** - estimate of the changes in knowledge, attitudes, skills, behavioral intentions, behaviors or other that are expected as a result of program activities. Example: 75% of clients receiving information and referral report an increase in knowledge of community resources.

**Output** – products of program activities, including services delivered by a program. Example: the number of unique victims served (outputs) last month. Example: 25 is the number of unique victims served (output) last month.

**Output Target** – estimate of the number of program activities, including services the organization plans to deliver in a given time period. Example: The organization plans to serve 30 unique victims in FY 2014.

**Per Diem** – a meal expense incurred on an overnight stay in which the grantee travels outside of their designated headquarters.

**Persommel** – employees of this organization that will be funded by this grant. See “Employee”.

**Professional and Consultant Services** - service for which the grantee uses an outside source for necessary support. Professional and Consultant Services include, but are not limited to tax services, accounting services, counseling, legal services, and computer support.

**Project Financial Officer** – This person has primary responsibility for overseeing the financial operations of the grant project and may or may not be the same as the organization’s highest financial position. This person may be, for example, the chief financial officer, finance director, county auditor, comptroller or board treasurer.

**Promotional Items** – articles of merchandise that are branded with a logo and used in marketing and communication programs. They are usually given away to promote a company, corporate image, brand, or event. Most promotional items are unallowable expenditures for grant purposes and are only allowable if the item is informational and/or instructional in nature and thus provides a public service.

**Resolution of Governing Body** – a formal written statement of an official body that is the governing authority of an agency.

**Salary** – the total compensation, not including fringe benefits, earned by the employee without regard to funding source.

**Special Conditions** - placed on a grant because of a need for information, clarification, or submission of an outstanding requirement of the grant that may result in a financial hold being placed on the OAG grant program. Special conditions may be placed on a grant at any time with or without notice.

**Supplies** – consumable items directly related to the day to day operations of the grant program. Allowable items include, but are not limited to, office supplies, paper, postage, and education resource materials.

**Unique Application Number (UAN)** - this number will be assigned by the OAG after an applicant has completed the required on-line Application Registration for this grant opportunity. The UAN will be used by the OAG to track the receipt of applications from registered Applicants. The assigned UAN must be included on all application documents submitted to the OAG.

**Victim Assistance Coordinator** - the district attorney, criminal district attorney, or county attorney who prosecutes criminal cases shall designate a person to serve as victim assistance coordinator in that jurisdiction. The duty of the victim assistance coordinator is to ensure that a victim, guardian of a victim, or close relative of a deceased victim is afforded the rights granted victims, guardians, and relatives by Article 56.02 of the Texas Code of Criminal Procedure. The victim assistance coordinator shall work closely with appropriate law enforcement agencies, prosecuting attorneys, the Board of Pardons and Paroles, and the judiciary in carrying out that duty. The victim assistance coordinator shall send a copy of a victim impact statement to the court sentencing the defendant. If the court sentences the defendant to imprisonment in the Texas Department of Corrections, it shall attach the copy of the victim impact statement to the commitment papers

**Volunteer** -- a person who contributes a service without pay.

### III. Specific Instructions for Tabs in Excel Workbook

For all Tabs, answer the questions only in the space provided. Only answers that appear in the specific text box will be read or scored. Do not write answers beyond the space provided or attach additional pages; they will not be read or scored.

If a message appears when the Excel workbook is opened stating that "Macros in this workbook are disabled..." the Applicant should select "OK."

Each time a new tab is selected, make sure to scroll up to the top as well as across the Tab to ensure all cells are viewed.

In order to cut and paste text into a cell, it may be necessary to double click the cursor into the cell, rather than simply selecting the cell.

Not all questions on this Application have instructions listed below, the instructions provided are to clarify and provide specific information where necessary. Every question should be answered in the Excel document.

#### **TAB A - ORGANIZATION**

##### **1. Organization**

Identifying and contact information:

- Unique Application Number (UAN) – A UAN was assigned when the organization completed its online registration for the grant program. Each grant program registered for will have a different UAN. Be sure to enter the correct UAN associated with this grant type.
- Legal Name of Applicant – Enter the legal name of applicant.
- Name of Agency Contact and Agency Contact's Telephone Number - Provide a contact name and phone number in the event the OAG has any questions about the Application.

If applicant is applying for an OVAG Statewide Project, check the box to the left of the Amount Requested.

The Amount Requested for FY 2014-2015 as well as the % of Personnel and Fringe Requested will auto-calculate when information is entered into Tab C - Budget Calculation. If applicant's amount requested is under the minimum or over the maximum eligible amount, the dollars requested will turn red.

##### **2.1- 7.2 Narrative Questions**

All responses must fit in the text boxes provided when the Application is printed. Any information that does not appear in the text box (in print preview) will not be reviewed or scored. It is highly recommended that responses be written on a separate document, then cut and pasted into the Excel document. If uncertain whether a response fits in the space provided, use the "print preview" function, or print out the responsive page to confirm.

## TAB B - OUTPUT TARGET CALCULATION

This Tab B records staff position targets for all requested personnel funded with this OAG grant. One staff position equals one person. Do not include more than one person under each staff position/title. The information entered onto this tab will be totaled on Tab D to indicate the Applicant's targets for FY 2014 and FY 2015. The positions will also appear on Tab C to enter budget information. The Applicant will report on cumulative activities in quarterly Performance Reports to the OAG, not activities by individual personnel.

### 9.1 Staff Position/Title

Enter positions on this Tab in order of funding priority. Each Applicant is limited to no more than six positions. Staff position/Title #1 is the highest priority and Staff position/Title #6 is the lowest priority staff position.

### 9.2 Administrative Position

If the position is one that only provides administrative support, check the box next to the position/title and no targets are required.

### 9.3 Contract Position

If the position is for a contract position and the outputs on Tab B – Output Target Calculation are applicable, check the box next to the position/title. If the box is checked, position title will auto-fill on Tab C – Budget Calculation. On Tab C – Budget Calculation, do not complete the hours per week, salary or fringe for this position. Instead, scroll down Tab C – Budget Calculation to the Professional and Consultant Services section and put the financial information for contract positions under Professional and Consultant Services.

### 9.4 Projected Targets

The Applicant must complete one table per position being requested on this grant.

For all non-administrative positions, for non-prosecutor based applicants, the following projected targets are required:

- Number of Unique Victims Served
- Assistance with Crime Victims' Compensation
- Assistance with Texas SAVNS
- Information & Referral

For all non-administrative positions, for prosecutor based applicants, the following projected targets are required:

- Number of Unique Victims Served
- Assistance with Crime Victims' Compensation
- Assistance with Texas SAVNS
- Information & Referral
- Assistance with Restitution.



If the position is one that only provides Victim Services Training, Outreach and Education, Structured Education and/or Public Awareness, the Applicant may enter "0" as the projected target for the required outputs. Do not leave the required output projected target cells empty.

The Applicant may also select up to three additional output targets to report to the OAG.

The output target number should represent the number of unique victims that will receive a particular service, not the number of times a particular service will be provided. Here are some important points to consider when projecting targets:

- 1) For reporting purposes, report the number of unique victims served each month and the particular type(s) of services they receive each month, not the number of times a particular service is provided.
- 2) Victims Served and Types of Services Provided are reported on a monthly basis. A unique victim may receive a particular type of service more than one time throughout the grant year.

**Example:** During the month of September, a unique victim receives Information and Referral five times, Crisis Intervention two times and Victim Advocacy one time. All three types of service would be reported, but only once under each type of service. If that victim were to receive the exact same services during the following month of October, services would be reported the exact same way.

**Note:** In addition to the selected targets listed on Tab B, the Applicant will be required to track and report to the OAG information about all services provided through this grant.

## TAB C - BUDGET CALCULATION

### 10. PERSONNEL AND FRINGE BENEFITS

- Each Applicant is limited to no more than six positions. One employee per position on the grant is allowed. Multiple employees per position are unallowable. Each position listed on the budget can only be associated with one employee. Job sharing can be identified by listing the position on the budget separately as many times as necessary to include all employees who share the job. Please note: Separating positions due to job sharing is included in the six position maximum.

Any hours over forty (40) hours are unallowable by this grant.

- Each position title will auto-fill from the information entered on Tab B. For each position, the Applicant should list the number of hours scheduled to work per week. Next, fill in the number of hours each week that will be spent on Direct Services, Administration, or any other hours charged to this grant. The number of hours scheduled to work on this grant auto-fills. See the Definitions section of this Application Kit for a definition of Direct Victim Services.
- Staff Position/Title #1 is highest priority and Staff Position/Title # 6 is lowest priority.
- For each position, provide the following information:

- Annual salary
- Total salary requested for this position on this grant
- Annual fringe benefits amount for the position
- Amount of fringe benefits requested from this grant
- If the "Fringe Funding %" column appears in red, the fringe requested must be adjusted to be less than or equal to the percentage of salary requested for this position.
- The Justification section must include the method used to calculate fringe benefits for each position.
- The personnel budget category must include employees' salaries only and not compensation for independent contractors. "Employee" is defined as a person under the direction and supervision of the grantee, who is on the payroll of the grantee and for whom the grantee is required to pay applicable withholding taxes; or a person who will be on the grantee's payroll and for whom the grantee will pay applicable income withholding taxes once the grant is awarded.
- Salaries for grant-funded positions must be reasonable and comply with the grantee's salary classification schedule. The grantee must maintain supporting documentation that the salary is commensurate with paid positions in the geographical area with similar duties and qualifications.
- Job Descriptions are required and must be submitted for all positions requesting funding. Each position listed must have a job description. Job descriptions must be submitted with the Application. Job descriptions must reflect activities that relate to the project's goals and must be appropriately proportionate to the time spent on the OVAG or VCLG grant. Job Descriptions must include a breakdown by time for activities funded by the grant.
- Grant funds may be used to pay fringe benefits of an employee only if grant funds are used to pay for the salary of the same employee.
- An organization must provide grant funded personnel the same fringe benefits provided to all other non grant funded personnel, and it should be offered/covered in the organization's written personnel policies regardless of whether the costs for fringe benefits are paid through that OAG grant.
- Fringe benefits must comply with the organization's personnel policies regarding fringe benefits.
- Grantees must agree to comply with the Uniform Grant Management Standards (UGMS), Texas Administrative Code (TAC), Office of Management and Budget (OMB) Circulars A-87-Cost Principles for States, Local Governments, and Tribes, and A-122-Cost Principles for non-profit organizations.

#### **10.1 FY 2014 Position Narrative**

Provide a justification for each position in Section 10.1 Position Narrative. This should include how each position supports the goal of the grant.

#### **10.2 FY 2015 Position Narrative**

Provide a justification for each position in Section 10.2 Position Narrative. This should include how each position supports the goal of the grant.

### 10.3 Exceptions to Personnel Requirements

- If a grantee is unable to fulfill the personnel requirements of this grant, the applicant must request an exception and provide a justification. A justification must be included in this section if the Applicant is requesting an exception to *one or both* of the following personnel requirements: (a) A minimum of 75% of an Applicant's budget must be allocated to the Personnel and Fringe Benefits budget categories and (b) all Applicants must provide one (1) direct service staff person working at least twenty (20) hours per week or two (2) direct service staff persons working at least ten (10) hours each per week.

### 11. Professional and Consultant Services

- "Professional and Consultant Services" is defined as a service for which the grantee uses an outside source for necessary support. Professional and Consultant Services include, but are not limited to, tax services, accounting services, counseling, legal services, and computer support.
- This category is appropriate when contracting with an individual or organization to provide professional services (e.g., training, expert consultant, etc.) for a fee but not as an employee of the grantee organization.
- Any contract or agreement entered into by a grantee that obligates grant funds must be in writing and consistent with Texas contract law.
- Grantees must maintain adequate documentation supporting budget items for a contractor's time, services, travel expenses and rates of compensation. Grantees must establish a contract administration and monitoring system to regularly and consistently ensure contract deliverables are provided as specified in the contract.
- Grant funds may not be used to pay professional and consultant services for a person or vendor who participated directly in writing a grant application.

#### 11.1 FY 2014 Professional and Consultant Services Narrative

Provide a justification for each item. This should include how it supports the goal of the grant.

#### 11.2 FY 2015 Professional and Consultant Services Narrative

Provide a justification for each item. This should include how it supports the goal of the grant.

### 12. Travel

- Grant funds requested in the travel category should be for grant-related travel performed by grant-funded staff and volunteers assigned to the grant only.
- Travel must relate directly to the delivery of services that supports the program funded by the OAG grant.
- Enter the % of the total cost allocated to this grant project in the % column of the Travel Chart.
- Travel expenses must be reasonable and necessary. Lodging, mileage, car rental, and airfare may be reimbursed according to the Texas State Travel Guidelines, unless a grantee's travel policy provides for a lesser reimbursement. The reimbursement rate for these expenses can be found in the Texas State Travel Guidelines at:  
<https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php>

- For this grant, per diem is limited to **\$36 per day** for overnight travel unless a grantee's travel policy provides for a lesser reimbursement. Per diem is unallowable for non-overnight travel for this grant.
- Hotel tax should be included under the Misc./Hotel Tax line.
- If mileage is to be paid, provide the number of miles and the cost per mile, not to exceed the Texas State Travel Guidelines, in the justification under 12.1 FY 2014 Travel Narrative and/or 12.2 FY 2015 Travel Narrative section.
- Grant funds may not be used to pay for out-of-state travel.
- Do not include conference registration fees in the travel budget category. Conference registration fees should be listed in the "Other Direct Operating Expenses" budget category.

**12.1 FY 2014 Travel Narrative**

Provide a justification describing the travel grant-funded persons will perform. This should include the proposed travel location, the number of trips planned, the title of grant funded persons who will be making the trips, and how the travel supports the goal of the grant.

**12.2 FY 2015 Travel Narrative**

Provide a justification describing the travel grant-funded persons will perform. This should include the proposed travel location, the number of trips planned, the title of grant funded persons who will be making the trips, and how the travel supports the goal of the grant.

**13. Equipment**

- "Equipment" is defined as an article of non expendable, tangible personal property having a useful life of more than one (1) year and a per unit acquisition cost which equals the lesser of the capitalization level established by the grantee for financial statement purposes or \$5,000.
- A grantee may use equipment paid with OAG funds only for grant-related purposes.
- Computers, regardless of cost, should be included under equipment.
- Each Applicant is required to have access to a computer in order to perform data collection and reporting to the OAG. If the Applicant does not currently have a computer, then one may be budgeted as part of this grant or secured through other means.
- Do not include maintenance or rental fees for equipment in the equipment budget category. Equipment maintenance or rental fees should be listed in the "Other Direct Operating Expenses" budget category.
- Enter the % of the total cost allocated to this grant project in the % column of the Equipment Chart.

**13.1 FY 2014 Equipment Narrative**

Provide a justification for each item. This should include the title of grant funded persons who will be using each piece of equipment and how the use supports the goal of the grant.

**13.2 FY 2015 Equipment Narrative**

Provide a justification for each item. This should include the title of grant funded persons who will be using each piece of equipment and how the use supports the goal of the grant.

35

#### 14. Supplies

- "Supplies" is defined as consumable items directly related to the day-to-day operation of the grant program. Allowable items include, but are not limited to, office supplies, paper, postage, and education resource materials.
- The OAG will not approve funds for the purchase of program promotional items or recreational activities.
- Costs for supplies should be allocated for grant funded persons listed on this Application.
- Enter the % of the total cost allocated to this grant project in the % column of the Equipment Chart.

##### 14.1 FY 2014 Supplies Narrative

Provide a justification for each item. This should include how it supports the goal of the grant.

##### 14.2 FY 2015 Supplies Narrative

Provide a justification for each item. This should include how it supports the goal of the grant.

#### 15. Other Direct Operating Expenses (ODOE)

- "Other Direct Operating Expenses" is defined as those costs not included in other budget categories and are directly related to the day-to-day operation of the grant program. Examples: Utilities, rent, insurance, security fees, or maintenance fees.
- Registration fees for conferences and other training sessions should be included in this category.
- Funds may not be used to purchase food and beverages.
- Enter the % of the total cost allocated to this grant project in the % column of the Other Direct Operating Expenses Chart.

##### ODOE and Cost Allocation

Grantees often share program expenses with more than one funding source. Listed below are four allowable allocation methods and examples of how allocation can be applied to the appropriate funding source.

- Other Direct Operating Expenses that benefit more than one grant should be allocated proportionately to the benefit or service received. The method used to allocate cost should be a reasonable and measurable means of distributing the cost to those grants, and consistently applied to the type of cost.
- It is acceptable to use different allocation methods for different types of ODOE expense, as long as the allocation method is applied consistently for those expenses.
- Four common and acceptable allocation methods for ODOE expenses are: (1) funding, (2) full-time equivalents (FTE), (3) square footage, and (4) direct use. Allowable methods related to specific costs are shown in the chart below: This chart is an example of using different allocation methods for different specific costs.

**ALLOWABLE ALLOCATION METHODS**

Cost Type	Funding	FTE	Square Footage	Direct Use
Copiers	x	x		x
Data Line	x	x		
Equip Maintenance	x	x		
Janitorial	x	x	x	
Postage	x	x		x
Printing	x	x		x
Rent	x	x	x	
Telephones	x	x		
Utilities	x	x	x	

The following are descriptions and examples of the acceptable methods:

**(1) Funding Source Based:** The proportion of expense borne by each funding source is allocated based on the proportion of funding provided. For example:

Funding Source Based Example	
Total Operating Budget of Grantee A	\$ 475,000
OAG Grant Funds	\$ 75,000
$75,000 \text{ divided by } 475,000 = 0.16$	
OAG Grant portion of the expense = 16%	
The OAG Grant should not be charged more than the allowable ODOE costs. In this example, the allowable portion is 16% of the total cost.	

**(2) Full-time equivalents (FTE) Based:** FTE is the numerical representation of full and part-time work activities. A person working full-time represents 1.00 FTE; a person working half-time represents .50 FTE.

Steps to calculate the annual number of FTEs:

1. Determine the total number of hours worked for all employees.
2. Divide that number by 2080 to calculate the overall total number of FTEs.
3. To obtain the number of FTEs charged to the grant, determine the total number of hours to be directly charged to the grant and divide by 2080. (2080 is the number of hours per year for a full-time FTE at 40 hours per week).
4. To obtain percentage of the grant FTEs, divide the FTE total for the grant by the total of the organization FTEs calculated in step 2.
5. This calculation will provide the percentage of ODOE cost that could be allocated to the grant.

FTE Based Example	
Annual FTE Calculation	20,800 total hours charged for all staff (based on time sheets or payroll records)
	$20,800 / 2080 = 10$ FTEs overall
	5,600 staff hours charged to grant A (based on time sheets or payroll records)
	$5,600 / 2080 = 2.7$ FTE's charged to that grant A
	$2.7$ (FTE charged to grant A) / $10$ (FTEs overall) = $.27$ (27%)
	$27\% \times$ ODOE expense = amount to be allocated to grant A

**(3) Square Footage Based:** This is calculated by measuring the square footage (sq. ft.) to determine the allocation percentage for direct use and common area. Listed below is an example to determine rent.

Direct Use is defined as an area occupied by funded grant staff under this grant.  
Common Area is defined as an area shared by all employees of the organization.

Total Sq. Footage = 1250; Rent = \$1200 per month;  $\$1200 / 1250 = \$.96$  per sq ft

Suite 1 (Program A) $10 \times 13.8 = 138$ sq ft	Suite 2 (Program B) $10 \times 13.8 = 138$ sq ft
Suite 3 (Program C) $10 \times 13.8 = 138$ sq ft	Suite 4 (Program D) $10 \times 13.8 = 138$ sq ft
Conf. Rm (Common Area) $22 \times 15 = 330$ sq ft	Rest Rm 1 (Common Area) $6 \times 8 = 48$ sq ft
Break Area (Common Area) $8 \times 8 = 64$ sq ft	Storage Rm (Common Area) $8 \times 8 = 64$ sq ft
Hallway (Common Area) $48 \times 4 = 192$ sq ft	

Program A (Direct Use)	$138 \text{ sq ft} \times .96 = \$132.48$
Program B (Direct Use)	$138 \text{ sq ft} \times .96 = \$132.48$
Program C (Direct Use)	$138 \text{ sq ft} \times .96 = \$132.48$
Program D (Direct Use)	$138 \text{ sq ft} \times .96 = \$132.48$
Common Area (Allocable ODOE Expense)	$698 \text{ sq ft} \times .96 = \$670.08$

#### Steps to Calculate Square Footage

1. Calculate the total square footage and divide by the monthly rent to determine the cost per square foot.
2. Multiply the direct use square footage by the cost per square foot. This will provide the direct use cost.
3. Add the total square feet of all the direct use areas (Program A+ Program B + Program C+ Program D) = Program ABCD direct use ( $138 + 138 + 138 + 138 = 552$ ).
4. Divide each direct use space by the total direct use to obtain % to distribute Common Area cost (Program A is  $138 / 552 = 25\%$  ).
5. Multiply this percentage by the cost of the common area to obtain the additional cost for each program common areas. (Program A =  $25\% \times$  Common Area cost of  $\$670.08 = \$167.52$ ).

6. Program A is allocated the \$132.48 based on direct use and \$167.52 for the proportionate common area. Program A allocation for Rent based on square footage is \$132.48 + \$167.52 = \$300.00. Repeat for Program B, Program C and Program D.

**(4) Direct Use Based:** This is used when the ODOE cost can be directly charged to a grant by using meter readings, copy counts, etc.

**15.1 FY 2012 Other Direct Operating Expenses Narrative**

Provide a justification for each item. This should include how it supports the goal of the grant.

**15.2 FY 2013 Other Direct Operating Expenses Narrative**

Provide a justification for each item. This should include how it supports the goal of the grant.

**TAB D – PROJECT SUMMARY**

**16. Project Summary**

The summary is in standardized language and may be used by the OAG to describe the project. Examples would be:

“This project funds four staff to serve victims of family violence by providing counseling and crisis intervention services in the city of Dallas.”

“This project funds one staff to serve all victims of violent crime by providing crisis intervention and information and referral services in El Paso County.”

“This project funds two staff to serve victims of child abuse and neglect by providing training to volunteers working with child abuse victims in all 150 counties across Texas.”

**17. Target Population**

This section requires information on the Applicant’s project for which funding is being requested, not by the organization as a whole. Under both “Specific Victimization” and “Specific Populations,” place an “X” in all categories that apply.

**18.1-21.1, 21.3, 22.2, 23.1-26.2 Narrative Questions**

All responses must fit in the text boxes provided when the Application is printed. Any information that does not appear in the text box (in print preview) will not be reviewed or scored. It is highly recommended responses be written on a separate document, then cut and pasted into the Excel document. If uncertain whether a response fits in the space provided, use the “print preview” function, or print out the responsive page to confirm.

**21.2 Outputs Summary**

This Section is auto-calculated based on the Applicant’s responses on Tab C. The Applicant will not enter any information in this Section.



**22. Outcomes**

All Applicants will be required to measure two outcomes for the contract period. If the Applicant provides any Direct Victim Services as defined by this Application Kit, then at least one outcome must be for Direct Services. To indicate which outcomes will be measured over the next two years, provide an output target % to the right of the outcome, under the Outcome Target % column. Please note: Only OVAG Statewide Project Applicants can enter an Outcome Target % for Public Awareness Campaigns.

**27. Budget Summary**

This Section is auto-calculated based on the Applicant's responses on Tab C. The Applicant will not enter any information in this Section. If the total requested budget for either fiscal year is below the minimum or exceeds the maximum amount allowable, the dollar amounts will turn red.. Applications requesting an amount below the minimum or above the maximum may not be considered. If the application is awarded, the budget may be adjusted by the OAG to fit within the minimum and maximum amounts.

## IV. OAG Certifications and Assurances

### **A. THE UNIFORM GRANT MANAGEMENT STANDARDS ("UGMS"), PART III, SECTION .14; PROMULGATED BY THE OFFICE OF THE GOVERNOR, STATE OF TEXAS.**

#### **THE OAG HAS ADOPTED THOSE ASSURANCES AS APPLICABLE TO ALL RECIPIENTS OF OVAG AND VCLG FUNDS.**

The Applicant agrees to:

- (1) Comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two (2) years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
- (2) Comply, as applicable, with Texas Government Code, Chapter 552, ("Texas Public Information Act") which requires the public information that is collected, assembled or maintained by the applicant relative to a project to be available to the public during normal business hours.
- (3) Comply with Texas Government Code, Chapter 551, ("Texas Open Meetings Act") which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
- (4) Comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
- (5) If Applicant is a health and human services agency or public safety or law enforcement agency, it may not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
- (6) If Applicant is a law enforcement agency regulated by Texas Government Code, Chapter 415, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the OAG with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
- (7) Agrees that when incorporated into a grant award or contract, these standard assurances become terms or conditions for receipt of grant funds and that the Applicant shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(8) Comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Applicant shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) Comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(10) Comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.

(11) Comply, as applicable, with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) Comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) Comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) Insure, as applicable, that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities

indicating that a facility to be used in the project is under consideration for listing by the EPA, (EO 11738).

(15) Comply, as applicable, with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) Comply, applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(17) Comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(18) Comply, as applicable, in assisting the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(19) Comply, as applicable, with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) Comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) Comply, as applicable, with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) Comply, as applicable, with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) Comply, as applicable, with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) Certifies, as a signatory party to the grant contract, that it is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) Comply, by adopting and implementing the applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

#### **B. Other Certifications and Assurances**

##### **EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION**

The Applicant certifies that if it is required to file an Equal Employment Opportunity Plan (EEOP), the Applicant will do so in compliance with the applicable federal requirements.

##### **DISCLOSURE AND CERTIFICATION REGARDING LOBBYING**

The Applicant certifies:

1. No federal/state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with the awarding of any federal/state contract, the making of any federal/state grant, the making of any federal/state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal/state contract, grant, loan, or cooperative agreement; and
2. If any non-federal/state funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, an officer or employee of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with this federal/state contract, grant, loan, or cooperative agreement, the undersigned shall contact the CVSD of the OAG for the "Disclosure Form to Report Lobbying."

##### **NON-PROCUREMENT DEBARMENT CERTIFICATION**

The Applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

44

#### ANNUAL SINGLE AUDIT CERTIFICATION

The Applicant certifies to the best of their knowledge and belief that one of the following applicable requirements will be met:

1. The applicant currently expends \$500,000 or more, in combined federal funds during the fiscal year; and, therefore, is required to submit an annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
2. The applicant currently expends \$500,000 or more in combined state funds during the fiscal year; and, therefore, is required to submit an annual Single Audit by an independent auditor made in accordance with the Uniform Grant Management Standards (UGMS).
3. The applicant currently expends less than \$500,000 in either federal or state funds during the fiscal year; and therefore is exempt from the Single Audit Act and cannot charge audit costs to an OAG grant. Applicant agrees that the OAG may require a limited scope audit as defined in OMB Circular A-133.

If this application is for funds in excess of \$25,000, the Applicant certifies the following: By submission of this proposal, that neither the applicant agency nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or state agency.

If the Applicant is unable to certify the above statements, the Applicant has attached an explanation to this application.

#### COMPLIANCE WITH ANNUAL INDEPENDENT FINANCIAL AUDIT FILING REQUIREMENT

The Applicant assures that it will file an Annual Independent Financial Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. An annual independent financial audit is a requirement for this OAG grant. The audit will meet Office of Management and Budget (OMB) Circular A-133 and Uniform Grant Management Standards (UGMS) requirements. Additionally, the annual independent financial audit will meet GAGAS standards in the event a Single Audit is not required.

#### COMPLIANCE WITH UGMS AND THE APPLICABLE OMB CIRCULARS

The Applicant assures that it will follow the guidelines in the Uniform Grant Management Standards (UGMS). Both governmental entities as well as non-profit entities are required to follow UGMS guidelines.

The Applicant assures compliance with all federal/state statutes, regulations, policies, guidelines and requirements, including, but not limited to, UGMS as well as OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 123 72.

#### RETURN OF GRANT FUNDS IN THE EVENT OF LOSS OR MISUSE

The Applicant agrees that in the event of loss or misuse of the OAG funds, the Applicant assures that the funds will be returned to the OAG in full.

45

#### **CONFLICT OF INTEREST**

The Applicant assures that there is no conflict of interest that would preclude it from filing the Application or providing the services under this grant. By submitting this Application, Applicant affirms that it has neither given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, at any time during the procurement process or in connection with this grant application, except as allowed under relevant state and federal law. The Applicant further agrees that it will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. The Applicant shall operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to the activities conducted under this grant.

Without diminishing the provisions of the prior paragraph, the Applicant assures that as a grantee, grantee personnel, members of a grantee board or governing body, or other persons affiliated with the grant project shall not participate in any proceeding or action where grant funds personally benefit, directly or indirectly, the individuals or their relatives. For the purposes of this provision, "relatives" means persons related to the individual within the third degree by consanguinity or within the second degree by affinity, as determined by Chapter 573 of the Government Code. Grant personnel and officials must avoid any action that results in or creates the appearance of using their official positions for private gain; giving preferential treatment to any person; losing independent judgment or impartiality; making an official decision outside of official channels; or adversely affecting the confidence of the public in the integrity of the program or the OAG.

#### **AUTHORITY TO FILE APPLICATION**

The Applicant has the authority or will receive the appropriate authority by the Applicant's governing body to file the Application, including the authority to agree to the assurances and certifications contained herein.

## V. Required Documents for Submission of Application

The Excel Workbook (Must be submitted in Excel format).

### **“STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION TO OAG CRIME VICTIM SERVICES DIVISION”**

- It must be signed and submitted at the time the Application is submitted to the OAG.
- Applications that are received by the OAG without this document will not be considered or funded by the OAG.

### **“RESOLUTION OF GOVERNING BODY”**

- It must be signed and submitted at the time the Application is submitted to the OAG, unless the timing of the Application due date and requirements of the Open Meeting Act or other requirements prevents the governing body from reviewing and approving the Resolution, then it may be submitted to the OAG at a later date. (Please note that the Authorized Official must be designated by signature of the governing body. If the Authorized Official is also a member of the governing body, they must be designated by another member's signature. The Authorized Official cannot sign the Resolution designating the Authorized Official.)

**Note:** The “Statements Supporting Submission of the Application to OAG Crime Victim Services Division” and “Resolution of Governing Body” listed above can be found at the end of this Application Kit.

**Job Descriptions** are required for each position requested in the proposed budget.

- Job descriptions must be submitted with the Application. Missing job descriptions may impact the Applicant's funding.
- Job description titles should match the titles of the positions on the proposed budget.
- The Applicant should mark each page of the submitted job descriptions with the name of the Applicant and the Unique Application Number, if applicable.

**Collaboration Agreements** if required by the Applicant to achieve the proposed project as described in Tab A.

- Collaboration agreements, if required, must be submitted with the Application. Missing collaboration agreements may impact the Applicant's funding.
- The Applicant should mark each page of the submitted collaboration agreements with the name of the Applicant and the Unique Application Number, if applicable.

**IF POSSIBLE, THE APPLICANT SHOULD SUBMIT “STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION TO THE OAG CRIME VICTIM SERVICES DIVISION,” “RESOLUTION OF GOVERNING BODY,” JOB DESCRIPTIONS AND COLLABORATION AGREEMENTS TOGETHER IN ONE PDF DOCUMENT. IF THE APPLICANT DOES NOT HAVE THE CAPABILITY TO SCAN THESE DOCUMENT TOGETHER AS ONE PDF, APPLICANTS MAY SUBMIT THEM AS SEPARATE PDF DOCUMENTS.**



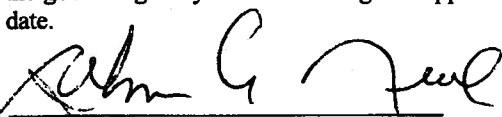
**STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION  
TO THE  
OAG CRIME VICTIM SERVICES DIVISION— REQUIRED  
REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M CDT WEDNESDAY, MAY  
15, 2013, OR THE APPLICATION WILL NOT BE CONSIDERED.**

**INSTRUCTIONS:** Initial each numbered line and submit this signed required document with the Application.

**LEGAL NAME OF APPLICANT:** Travis County District Attorney's Office

**UNIQUE APPLICATION NUMBER:** V0072-14-0314

1.  **THIS APPLICATION IS FOR (check one):**  
 Other Victim Assistance Grant (OVAG)  
 Victim Coordinator and Liaison Grant (VCLG)  
 Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds
2.  **TRUE AND CORRECT INFORMATION.** The undersigned certifies that the information contained in this Application is true and correct to the best of his or her knowledge.
3.  **OAG CERTIFICATIONS AND ASSURANCES.** The undersigned has read and understands the Certifications and Assurances contained in the Application Kit.
4.  **DEADLINES AND SUBMISSION OF APPLICATION.** The undersigned understands that the deadline for submission is 5:00 p.m. CDT Wednesday, May 15, 2013 and that to meet the deadline, the Applicant must submit electronic (email) documents as required in the Application Kit. The undersigned further acknowledges that:
- It is the Applicant's responsibility to submit the Application to the OAG in the specified manner and by the specified date and time
  - Applications submitted in other formats will not be accepted
  - The OAG accepts no responsibility for delays in electronic submission delivery
  - Late Applications will not be considered under any circumstance
  - Proof of sending a document by email or other means is not proof that the OAG received the information
5.  **JOB DESCRIPTIONS FOR EACH REQUESTED POSITION.** The undersigned understands that the most recent job description for each position requested in the proposed budget must be submitted with the Application. Missing job descriptions may impact the Applicant's score.
6.  **RESOLUTION OF GOVERNING BODY.** The undersigned states it is either submitting the Resolution of Applicant's governing body with this Application or will submit one at a later date as established by the OAG. If the timing of the Application due date and requirements of the Open Meetings Act or other requirements prevents the governing body from reviewing and approving the Resolution, then it may be submitted to the OAG at a later date.

  
Signature/Title FIRST ASSISTANT

John A. Neal  
Printed Name

5/3/13  
Date

**RESOLUTION OF GOVERNING BODY—REQUIRED**

**REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M. CDT WEDNESDAY, MAY 15, 2013. IF THE TIMING OF THE APPLICATION DUE DATE AND REQUIREMENTS OF THE OPEN MEETINGS ACT OR OTHER REQUIREMENTS PREVENTS THE GOVERNING BODY FROM REVIEWING AND APPROVING THE RESOLUTION, THEN IT MAY BE SUBMITTED TO THE OAG AFTER THE DUE DATE.**

**LEGAL NAME OF APPLICANT:** Travis County District Attorney's Office

**UNIQUE APPLICATION NUMBER (if applicable):** V0072-14-0314

**Be it known as follows:**

**WHEREAS, the Travis County District Attorney's Office has applied or wishes to apply to the Office of the Attorney General, (OAG) Crime Victim Services Division for the following grant program (check one):**

- Other Victim Assistance Grant (OVAG)
- Victim Coordinator and Liaison Grant (VCLG)
- Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds

**WHEREAS, the Travis County Commissioners Court has considered and supports the Application filed or to be filed with the OAG;**

**WHEREAS, the Travis County Commissioners Court has designated or wishes to designate the following individual as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, Crime Victim Services Division as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:**

**Name of Person Designated as "Authorized Official":** John Neal

**Position Title:** Travis County First Assistant District Attorney

**NOW THEREFORE, BE IT RESOLVED that this governing body approves the submission of the Application to the OAG, Crime Victim Services Division as well as the designation of the Authorized Official.**

Signature

Printed Name

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Office of the Attorney General  
Request for Applications (RFA) for the  
Victim Coordinator and Liaison Grant (VCLG) Program

The Crime Victim Services Division (CVSD) of the Office of the Attorney General (OAG) is soliciting applications for projects that provide victim-related services or assistance. The purpose of the OAG VCLG program is to fund the victim assistance coordinator and crime victim liaison positions for the purposes set forth in the Texas Code of Criminal Procedure, Article 56.04.

**Applicable Funding Source for VCLG:**

The source of funding is through a biennial appropriation by the Texas Legislature. All funding is contingent upon an appropriation to the OAG by the Texas Legislature. The OAG makes no commitment that an Application, once submitted, or a grant, once funded, will receive subsequent funding.

**Eligibility Requirements:**

**Eligible Applicants:** A local criminal prosecutor, defined as a district attorney, a criminal district attorney, a county attorney with felony responsibility, or a county attorney who prosecutes criminal cases, may apply for a grant to fund a victim assistance coordinator (VAC) position. A local law enforcement agency, defined as the police department of a municipality or the sheriff's department of any county, may apply for a grant to fund a crime victim liaison (CVL) position.

**Eligibility:** The OAG will initially screen each application for eligibility. Applications will be deemed ineligible if the application is submitted by an ineligible applicant; the application is not filed in the manner and form required by the Application Kit; the application is filed after the deadline established in the Application Kit; or the application does not meet other requirements as stated in the RFA and the Application Kit.

**How to Obtain Application Kit:** The OAG will post the Application Kit on the OAG's website at <http://www.oag.state.tx.us/victims/grants.shtml>. Updates and other helpful reminders about the application process will also be posted at this location. Potential applicants are encouraged to refer to the site regularly.

**Deadlines and Filing Instructions for the Grant Application:**

**Registration Deadline:** On-line registration is required to apply for a grant. The deadline to register will be stated in the Application Kit. **If registration is not completed by the deadline, then an Application will not be accepted and is not eligible for funding.** To register go to: <http://www.oag.state.tx.us/victims/grants.shtml>.

**Application Deadline:** The applicant must submit its application, including all required attachments to the OAG. The OAG must receive the submitted application and all required attachments by the deadline established in the Application Kit.

**Filing Instructions:** Strict compliance with the filing instructions, as provided in the Application Kit, is required.

The OAG will not consider an Application if it is not filed by the due date as stated in the Application Kit.

**Minimum and Maximum Amounts of Funding Available:** Minimum and maximum amounts of funding are subject to change as stated in the Application Kit. The minimum amount of funding for all programs is \$20,000 per fiscal year. The maximum amount for a local program is \$42,000 per fiscal year. The maximum amount for a statewide program is \$200,000 per fiscal year.

**Start Date and Length of Grant Contract Period:** The grant contract period (term) is up to two years from September 1, 2013 through August 31, 2015, subject to and contingent on funding and/or approval by the OAG.

**No Match Requirements:** There are no match requirements.

**Award Criteria:** The OAG will make funding decisions that support the efficient and effective use of public funds. Scoring components will include, but are not limited to, information provided by the applicant on the proposed project activities and budget. Funding decisions will be determined using a competitive allocation method.

**Grant Purpose Area:** All grant projects must address one or more of the purpose areas as stated in the Application Kit.

**Prohibitions on Use of Grant Funds:** OAG grant funds may not be used to support or pay the costs of overtime, out-of-state travel, dues, or lobbying; any portion of the salary or any other compensation for an elected government official; the purchase of food and beverages except as allowed under Texas State Travel Guidelines; the purchase or lease of vehicles; the purchase of promotional items or recreational activities; costs of travel that are unrelated to the direct delivery of services that support the OAG grant-funded program; the costs for consultants or vendors who participate directly in writing a grant application; or for any unallowable costs set forth in applicable state or federal law, rules, regulations, guidelines, policies, procedures or cost principles. Grant funds may not be used to purchase any other products or services the OAG identifies as inappropriate or unallowable within this RFA or the Application Kit.

**OAG Contact Person:** If additional information is needed, contact Jennifer McShane Ferguson at Grants@texasattorneygeneral.gov or (512) 936-1278.

V0072-14-0314

<b>REGISTRATION</b>			
Unique Application Number (UAG)	V0072-14-0314		
Lead Name of Applicant	Travis County District Attorney's Office		
Name of Agency Contact	Liza Friend		
Agency Contact Telephone Number	512-854-8079		
<input type="checkbox"/> Check if applying for an OVAG Statewide Project			
	<b>Amount Requested</b>	<b>% of Personnel and Fringe Requested</b>	
FY 2014	\$42,000.00	5%	
FY 2015	\$42,000.00	5%	

**MISSION STATEMENT**

The mission of the Travis County District Attorney's Office is to see that justice is done by providing the highest-quality legal representation for the public and for individual victims of crime, and by supporting the community's efforts to strengthen itself and solve problems.

The Travis County District Attorneys Office (TCDAO) was created to prosecute felony crimes in Travis County, Texas. TCDAO represents the state and victims of crime in the prosecution of felony and juvenile offenses committed in Travis County, Texas. A state-funded division of the office investigates and prosecutes crimes related to the operation of state government, motor fuels tax fraud, insurance fraud and workers' compensation fraud. TCDAO has grown in proportion to the growth of the population of the county.

In 1970, the population of Travis County was 295,516 residents and the Travis County District (TCDAO) had a staff of only 15 full time employees. By 2000, the number of residents in Travis County had increased to 812,280. Per 2012 U.S. Census data, Travis County has more than 1 million residents. Our decades of experience show that as the population of our County increases, crime increases. Our office presently employs 216 people. The Travis County District Attorney's office created the Victim/Witness Division in 1979. At the present time, 15 positions are assigned to the division: one director, nine counselors, one OAG grant funded liaison, three legal secretaries and one office specialist. When legislation changes in 1999 provided for enhancement of misdemeanor family violence cases to felonies, our family violence caseloads exploded. In FY 2000, the Travis County District Attorney's Office, in collaboration with SafePlace, requested funding from the OAG for a victim liaison to help support this special caseload. Through continuing grants from the OAG, a full time victim liaison from SafePlace has been an important member of our victim witness division since 2000.

V0072-14-0314

**SUPPORTIVE SERVICES WORK**

The counselors in the Victim/Witness Division work as part of a team with attorneys and investigators from the trial and family justice divisions. Two major goals of the Division are to: reduce victims' and witnesses' apprehension about participating in the prosecution of a case; and, increase their willingness and ability to testify effectively and without fear. Counselors provide short-term counseling and crisis intervention, referral services, information on the court and criminal justice systems, court preparation and accompaniment, assistance with Victim Impact statements, Victim Information and Notification Everyday (VINE) forms, assistance with Crime Victims' Compensation (CVC) Protective Orders, and Safety Planning. In addition, TCDAO staff members give presentations in the community about victim sensitivity and the impact of crime on victims. Staff members also supervise bachelor's and master's-level social work interns.

TCDAO seeks to see that justice is done, and provides victims with the highest-quality legal representation possible. The goals of the Victim/Witness Division to reduce victims' and witnesses' apprehension and increase their willingness to testify effectively and without fear are important to achieving success in TCDAO's work. Our staff helps prosecutors maintain victim-focused prosecution, which is critical to achieving our goal. As noted above, TCDAO is also tasked with supporting the community. This could not be achieved without the dedication of our victim advocates who are passionate about providing key support to the many members of our community who become victims of crime.

**VOLUNTEERS**

Do you have a volunteer program?	Yes
How many volunteers were active in 2013?	3

The Travis County District Attorney's Office has a volunteer/intern program that is coordinated by the Victim/Witness Division. The program provides interns with an oversight of the Criminal Justice System and in turn, they contribute a level of quality to our office's ability to ensure responsiveness to our community. University interns enhance services office-wide through the provision of volunteer hours by assisting with referral service, information on the court and criminal justice systems, court preparation and accompaniment, assistance with Victim Impact statements, Victim Information and Notification Everyday (VINE) forms, assistance with Crime Victim Compensation Protective Orders and Safety Planning.

The volunteers are second and third year law school interns and masters level social work college interns that receive an orientation from a counselor. The interns then shadow and assist throughout their internship. Volunteers have a part in planning, offering feedback and making suggestions during their training. Each volunteer is provided a written overview of our division. This overview contains the following: history and purpose of our division, services for victims and witnesses of violent crime and policies and procedures. Each volunteer is trained by a counselor before they join our victim witness team. Since most volunteers are only here for a few months, there is no scheduled training. However, we will provide additional training for an issue or issues if the need arises.

V0072-14-0314

Travis County District Attorney's Office recruits volunteers through the Travis County DA website, <http://www.traviscountyda.org/volunteeropp.htm>, The University of Texas School of Law, The University of Texas School of Social Work and the Texas State University School of Social Work. We also get requests from volunteers/interns on a regular basis.

In order to effectively address the unique needs of felony domestic violence victims, TCDAO collaborates with SafePlace, the only provider of direct intervention and prevention services to women, children and men victimized by family violence. In order to maximize services, our office also collaborates with members of the Family Violence Task Force (FVTF). This collaborative project allows for one full time counselor to be housed at the District Attny's office. Through this collaboration, the ability of victims of domestic violence to access and obtain critically needed services and information is greatly enhanced and their comfort level with that experience is increased.

Staff members of TCDAO's Victim/Witness Division participate in collaborative projects with SafePlace, the Center for Child Protection, Texas Department of Criminal Justice's Victim Services Division, Austin Police Department Victim Services, Travis County Sheriff's Victim Services and the Crime Victims Services Division of the OAG. Staff members maintain a constant community focus by serving as a member of the Austin-Travis County Sexual Assault Response and Resource Team (SARRT), and the Austin-Travis County Family Violence Task Force. Staff members also work in association with all victims' groups in Travis County.

STATE AND FEDERAL FUNDING EXPERIENCE

V0072-14-0314

OUTPUT TARGET CALCULATION	FISCAL YEAR 2014		FISCAL YEAR 2015		FISCAL YEAR 2016	
1. STAFF POSITION/TITLE	Victim Liaison					
2. ADMINISTRATIVE POSITION	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
3. CONTRACT POSITION	<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
4. OUTPUT TARGET	OUTPUT TARGET		OUTPUT TARGET		OUTPUT TARGET	
	FY 2014	FY 2015	FY 2014	FY 2015	FY 2016	FY 2016
<b>DIRECT VICTIM SERVICES</b>						
Number of Unique Victims Served	725	725				
Assistance with Crime Victims' Compensation	300	300				
Assistance with Texas SAVNS/VINE	300	300				
Information and Referral	1500	1500				
Assistance with Restitution	0	0				
Criminal Justice Accompaniment	0	0				
Law Enforcement Accompaniment	0	0				
Medical Accompaniment	0	0				
Crisis Intervention	300	300				
Individual Counseling	0	0				
Support Groups	0	0				
Therapeutic Groups	0	0				
Peer Support Services	0	0				
Assistance with Victim Impact Panels	0	0				
Assistance with Victim Impact Statements	0	0				
Emergency Funds	0	0				
Follow-up with Victim	1275	1275				
Legal Assistance	0	0				
Lodging	0	0				
Other	0	0				
Transportation	0	0				
Victim Advocacy	0	0				
<b>VICTIM SERVICES TRAINING</b>						
Total Number of all Training Sessions						
Law Enforcement Individuals Trained						
Prosecution/Judicial Individuals Trained						
School Faculty Individuals Trained						
Medical Individuals Trained						
Faith-Based Individuals Trained						
Volunteer Individuals Trained						
Other Individuals Trained						
Total Number of all Individuals Trained	0	0	0	0	0	0
<b>OUTREACH OR COMMUNITY EDUCATION</b>						
Outreach or Community Education Presentations						
Outreach or Community Education Participants						
Informational Fairs						
Total Attendees at Informational Fairs						
25% of Total Attendees (auto-calculates)	0	0	0	0	0	0
Total Outreach or Community Ed Presentations	0	0	0	0	0	0
<b>STRUCTURED EDUCATION</b>						
Structured Education Presentations						
Structured Education Participants						



V0072-14-0314

B. OUTPUT TARGET CALCULATION		FY 2014		FY 2015		FY 2016	
B.1 START POSITION/TITLE							
B.2 ADMINISTRATIVE POSITION		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
B.3 CONTRACT POSITION		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
B.4 OUTPUT TARGET		NUMBER TARGET		OUTPUT PERCENT		OUTPUT PERCENT	
SELECT VICTIM SERVICES		FY 2014	FY 2015	FY 2014	FY 2015	FY 2014	FY 2015
Number of Unique Victims Served							
Assistance with Crime Victims' Compensation							
Assistance with Texas SAVNS/VINE							
Information and Referral							
Assistance with Restitution							
Criminal Justice Accompaniment							
Law Enforcement Accompaniment							
Medical Accompaniment							
Crisis Intervention							
Individual Counseling							
Support Groups							
Therapeutic Groups							
Peer Support Services							
Assistance with Victim Impact Panels							
Assistance with Victim Impact Statements							
Emergency Funds							
Follow-up with Victim							
Legal Assistance							
Lodging							
Other							
Transportation							
Victim Advocacy							
TEAM SERVICES TRAINING							
Total Number of all Training Sessions							
Law Enforcement Individuals Trained							
Prosecution/Judicial Individuals Trained							
School Faculty Individuals Trained							
Medical Individuals Trained							
Faith-Based Individuals Trained							
Volunteer Individuals Trained							
Other Individuals Trained							
Total Number of all Individuals Trained		0	0	0	0	0	0
OUTREACH OR COMMUNITY EDUCATION		FY 2014	FY 2015	FY 2014	FY 2015	FY 2014	FY 2015
Outreach or Community Education Presentations							
Outreach or Community Education Participants							
Informational Fairs							
Total Attendees at Informational Fairs							
25% of Total Attendees (auto-calculates)		0	0	0	0	0	0
Total Outreach or Community Ed Presentations		0	0	0	0	0	0
STRUCTURED EDUCATION		FY 2014	FY 2015	FY 2014	FY 2015	FY 2014	FY 2015
Structured Education Presentations							
Structured Education Participants							

V0072-14-0314

PERFORMANCE BUDGET											
Federal Position	Sched. 1	Sched. 2	Class	Grade	Position	Salary	Benefits	Other	Total	Change	% Change
PERFORMANCE BUDGET											
1. Victim Liaison		0				\$ -	\$ -		0.00%	\$ -	0.00%
2.		0				\$ -	\$ -		0.00%	\$ -	0.00%
3.		0				\$ -	\$ -		0.00%	\$ -	0.00%
4.		0				\$ -	\$ -		0.00%	\$ -	0.00%
5.		0				\$ -	\$ -		0.00%	\$ -	0.00%
6.		0				\$ -	\$ -		0.00%	\$ -	0.00%
PERFORMANCE BUDGET											
1. Victim Liaison		0				\$ -	\$ -		0.00%	\$ -	0.00%
2.		0				\$ -	\$ -		0.00%	\$ -	0.00%
3.		0				\$ -	\$ -		0.00%	\$ -	0.00%
4.		0				\$ -	\$ -		0.00%	\$ -	0.00%
5.		0				\$ -	\$ -		0.00%	\$ -	0.00%
6.		0				\$ -	\$ -		0.00%	\$ -	0.00%
PERFORMANCE BUDGET											

V0072-14-0314


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Name of Professional/Consultant/Contractor to be hired to perform Professional & Consultant Services	Description of Program and a General Idea of Services	FY 2014		FY 2015	
		Months	Amount	Months	Amount
SafePlace	victim liaison services through contract with SafePlace	12	\$ 3,500.00	12	\$ 42,000
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -

Funding for this collaborative program would enable the Travis County District Attorney's Office to continue its contract with SafePlace to provide targeted, specialized services to victims of family violence from time of assault to offender's conviction and to advocate on behalf of those victims and support cooperation with prosecution. Please note the unit of measure for the professional services used in the table above is one month. Contractual payments to SafePlace are to be \$3500 per month.

Funding for this collaborative program would enable the Travis County District Attorney's Office to continue its contract with SafePlace to provide targeted, specialized services to victims of family violence from time of assault to offender's conviction and to advocate on behalf of those victims and support cooperation with prosecution. Please note the unit of measure for the professional services used in the table above is one month. Contractual payments to SafePlace are to be \$3500 per month.

V0072-14-0314

Travel Purpose	Provide List of persons (Assigned by a covered employee) within a week	Employee Type	FY 2014			FY 2015		
			Total Cost of Travel	Percent of the OIG's Budget	Number of Travelers	Total Cost of Travel	Percent of the OIG's Budget	Number of Travelers
OIG Sponsored Training		Traveler	\$ -	0%	\$ -	\$ -	0%	\$ -
		Traveler	\$ -	0%	\$ -	\$ -	0%	\$ -
		Traveler	\$ -	0%	\$ -	\$ -	0%	\$ -
		Traveler	\$ -	0%	\$ -	\$ -	0%	\$ -
		TOTAL	\$ -	0%	\$ -	\$ -	0%	\$ -
			\$ -	0%	\$ -	\$ -	0%	\$ -
			\$ -	0%	\$ -	\$ -	0%	\$ -
			\$ -	0%	\$ -	\$ -	0%	\$ -
			\$ -	0%	\$ -	\$ -	0%	\$ -
			\$ -	0%	\$ -	\$ -	0%	\$ -
			\$ -	0%	\$ -	\$ -	0%	\$ -
			\$ -	0%	\$ -	\$ -	0%	\$ -
			\$ -	0%	\$ -	\$ -	0%	\$ -
Local Travel (Mileage Only)		Mileage	\$ -	0%	\$ -	\$ -	0%	\$ -
			\$ -	0%	\$ -	\$ -	0%	\$ -

Please provide a justification describing the travel that employees will perform. This should include the destination or address of the activity to be performed, the dates of travel, who will be making the trip, and how the travel supports the goal of the event.

Please provide a justification describing the travel that employees will perform. This should include the destination or address of the activity to be performed, the dates of travel, who will be making the trip, and how the travel supports the goal of the event.

Travel Purpose	Provide List of persons (Assigned by a covered employee) within a week	Employee Type	FY 2014			FY 2015		
			Total Cost of Travel	Percent of the OIG's Budget	Number of Travelers	Total Cost of Travel	Percent of the OIG's Budget	Number of Travelers
none			\$ -	0%	\$ -	\$ -	0%	\$ -
			\$ -	0%	\$ -	\$ -	0%	\$ -
			\$ -	0%	\$ -	\$ -	0%	\$ -
			\$ -	0%	\$ -	\$ -	0%	\$ -
			\$ -	0%	\$ -	\$ -	0%	\$ -
			\$ -	0%	\$ -	\$ -	0%	\$ -

V0072-14-0314

Item	FY 2015			FY 2016		
	Amount	Change	% Change	Amount	Change	% Change
	\$ -	0%		\$ -	0%	
	\$ -	0%		\$ -	0%	
	\$ -	0%		\$ -	0%	
	\$ -	0%		\$ -	0%	
	\$ -	0%		\$ -	0%	

TOTAL AVAILABLE						

Item	FY 2015			FY 2016		
	Amount	Change	% Change	Amount	Change	% Change
OAG Sponsored Training Registration	\$ -	0%		\$ -	0%	
	\$ -	0%		\$ -	0%	
	\$ -	0%		\$ -	0%	
	\$ -	0%		\$ -	0%	
	\$ -	0%		\$ -	0%	
	\$ -	0%		\$ -	0%	
	\$ -	0%		\$ -	0%	
	\$ -	0%		\$ -	0%	
	\$ -	0%		\$ -	0%	
	\$ -	0%		\$ -	0%	

TOTAL AVAILABLE						

le0

V0072-14-0314

**Project Description:**

This project funds one full-time victim counselor with specialized training and expertise in domestic violence to support victims of felony domestic violence in Travis County. The counselor will provide services to victims (from the beginning to the close of their case), including but not limited to information on victims' rights, help navigating the confusing court system, and preparation for testifying. The counselor will work closely with (staff of) the local domestic violence and sexual assault center, SafePlace, to ensure linkages to the full range of SafePlace services including emergency shelter, crisis intervention, counseling for adults and children, case management and life skills classes.

TYPE OF VICTIM		POPULATION	
Adults Molested as Children		African-American	X
Assault		Asian	X
Child Abuse		Elderly (65 and up)	X
DUI/DWI		Gay/Lesbian/Bisexual/Transgender	X
Family Violence	X	Hispanic	X
Hate/Bias Crimes		Persons with Disabilities	X
Human Trafficking		Rural	X
Physical Abuse and/or Neglect		Spanish-speaking	X
Robbery		Other	
Sexual Assault			
Survivors of Homicide Victims			
Other Victims of Crime			

**Project Justification:**

Domestic violence victims typically experience difficulties and extreme stress when accessing and utilizing the criminal justice system. Some of these obstacles result from their previous or ongoing relationships with the defendants, which may be exacerbated by the financial and emotional pain of cooperating with the prosecution. In many of these cases, family or friends, and/or the perpetrator, may pressure the victim not to seek prosecution. These victims face unique needs and challenges, and if they are not addressed, victims' ability to obtain justice and protection from violence is very limited. Victims of domestic violence need specialized supportive services that take into consideration the characteristics and intimate nature of the crimes that they have experienced.

**Project Impact:**

In 2012, the Austin Police Department and the Travis County Sheriff's Office reported a combined total of 9,134 family violence cases and 902 rape/sexual assault cases. Please note that these numbers are subject to small changes as investigations are cleared and re-opened by law enforcement. In 2012, SafePlace received 11,964 calls from or about sexual/domestic violence victims on its 24-hour crisis Hotline, and provided emergency shelter services to 861 family violence adult victims and their children in Austin/Travis County.

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V0072-14-0314

The project goal is to continue to provide information, referral and other supportive services to victims of domestic violence. As in the past, services will be extended to victims who are involved in the felony criminal justice system in Austin/Travis County. During the next two years, our project will continue to provide a continuity of supportive services to domestic violence victims, from the moment we get the case until the case is adjudicated. Most importantly, as a result of this continuity of support combined with legal action, victims will have a better understanding of their rights as a victim, how the criminal justice system works, and how the support of SafePlace and other community resources can help keep them safe.

Every service the counselor at TCDAO provides is entered into our computer system. Through this system, we are able to track services in a variety of areas and use the resulting data to measure our liaison's output performance. We are able to track letters sent to victims both pre-indictment and after indictment, telephone services to victims, information and referrals, court accompaniment, crisis intervention and follow-up with victims. In addition, we can track assistance in filing for Crime Victims' Compensation (CVC) and VINE. We also track outputs in providing Victim Impact Statements.

62

V0072-14-0314

Project Activity	Quantity	Value
<b>CRIME VICTIM SERVICES</b>		
Number of Unique Victims Served	725	725
Assistance with Crime Victims' Compensation	300	300
Assistance with Texas VINE	300	300
Information and Referral	1900	1900
Assistance with Restitution	0	0
Criminal Justice Accompaniment	0	0
Law Enforcement Accompaniment	0	0
Medical Accompaniment	0	0
Crisis Intervention	300	300
Individual Counseling	0	0
Support Groups	0	0
Therapeutic Groups	0	0
Peer Support Services	0	0
Assistance with Victim Impact Panels	0	0
Assistance with Victim Impact Statements	0	0
Emergency Funds	0	0
Follow-up with Victim	1275	1275
Legal Assistance	0	0
Lodging	0	0
Other	0	0
Transportation	0	0
Victim Advocacy	0	0
<b>TRAINING</b>		
Total Number of all Training Sessions	0	0
Law Enforcement Individuals Trained	0	0
Prosecution/Judicial Individuals Trained	0	0
School Faculty Individuals Trained	0	0
Medical Individuals Trained	0	0
Faith-Based Individuals Trained	0	0
Volunteer Individuals Trained	0	0
Other Individuals Trained	0	0
Total Number of all Individuals Trained	0	0
<b>OUTREACH AND EDUCATION</b>		
Outreach or Community Education Presentations	0	0
Outreach or Community Education Participants	0	0
Informational Fairs	0	0
Total Attendees at Informational Fairs	0	0
25% of Total Attendees (auto-calculates)	0	0
Total Outreach or Community Ed Presentations	0	0
<b>STRUCTURED EDUCATION</b>		
Structured Education Presentations	0	0
Structured Education Participants	0	0
Not applicable.		



V0072-14-0314

22. OUTCOMES	
22.1 OUTCOME ASSESSMENT AND EVALUATION	
DIRECT SERVICE OUTCOMES	Current Target
Increase in knowledge of crime victims' rights	75%
Increase in knowledge of community resources and services	75%
PROFESSIONAL TRAINING OUTCOMES	
Increase in knowledge of justice system	
COMMUNITY EDUCATION OUTCOMES	
Increase in knowledge of community resources and services	
PROFESSIONAL TRAINING OUTCOMES	
Increase in knowledge of justice system	
COMMUNITY EDUCATION OUTCOMES	
Increase in knowledge of community resources and services	
PROFESSIONAL TRAINING OUTCOMES	
Increase in knowledge of justice system	
COMMUNITY EDUCATION OUTCOMES	
Increase in knowledge of community resources and services	

We will track outcomes on direct services in two areas: Increase in knowledge of crime victims' rights; and, Increase in knowledge of community resources and services. We will track these outcomes in various ways, including responses to questions that the liaison asks of victims and self-report. These outcomes will be entered in and tracked by the holly's monthly statistical report.

64

V0072-14-0314

The counselor in this position will bring specialized knowledge of and experience with domestic violence to her/his work with victims of felony domestic violence over the next two years. Expertise in domestic violence ensures the skill-level needed when assisting victims of violence by an intimate partner. With this project TCDAO will continue its partnership with SafePlace, local non-profit service provide with 40 years experience serving domestic and sexual violence victims. The counselor, employed by SafePlace but housed at TCDAO and a member of their Victim/Witness Division, will receive on-site supervision by the TCDAO Victim Services Director. They will also meet regularly with their SafePlace supervisor.

The counselor hired for this position will be well-equipped by experience and training to assist victims dealing with the complex dynamics of domestic violence and the effects of abuse. Three examples of what victims want and need to know are: 1. Clear information about the court and criminal justice system. 2. To comprehend the part they play in the system and their rights as victims; and, 3. Ongoing information and updates about their case. In addition, and equally important, victims want knowledge about services from SafePlace and/or other community services that might be useful to them, such as legal, financial, medical and affordable housing services. Our liaison will continue to provide answers to questions, information about services, and will educate victims about the dynamics of interpersonal violence and the effects of violence on victims and their loved ones. This expertise will inform all of her/his work with victims including informing them of their rights and choices, explaining relevant court processes, updating them on their cases and referring/linking them to needed community services including but not limited to the full range of services provided by SafePlace.

If TCDAO receives FY14-15 VCLG funds for the liaison position described above, we will reach our goal of continuing to provide key services to victims of felony domestic violence that we have provided since FY 2000. Domestic violence caseloads continue to grow each year. The support, information and education that victims receive from our liaison is very important to their own safety and the safety of their loved one.

Does the project have a budget?	Yes
Does the project have a timeline?	Yes

65

**V0072-14-0314**

Our counselor will continue to collaborate with SafePlace, Austin-Travis County Family Violence Task Force, and the Family Violence Protection Team to help improve services and systematic responses to the needs of victims of domestic violence.

V0072-14-0314

<p>1.1. Briefly describe what would support to the proposed grant project if the grant were not available to fund the project.</p> <p>The Travis County District Attorney's Office fully supports the continuation and maintenance of this project and will continue its efforts to secure additional support for the position should OAG grant funds no longer be available. Possible funding sources for this project include private foundations, corporations, and individual donations. In addition, the DA's office is committed to maintaining quality services to victims of felony domestic violence and will make all efforts to serve them with existing staff.</p>
<p>2.5. Describe the impact of the program, the program's goals, and the program's objectives and procedures with which the program is designed to meet its goals. Describe the quality control process, which will be used to monitor and ensure the program's success.</p> <p>Every service our counselor provides is entered into our computer system. Through this system, we are able to track services in a variety of areas and use the resulting data to measure our liaison's performance. We are able to track letters sent to victims both pre-indictment and after indictment, telephone services to victims, information and referrals, court accompaniment, crisis intervention, and follow-up with victims. In addition, we can track assistance in filing for CVC and VINE, and in providing Victim Impact Statements.</p>
<p>3.4. Provide a justification of the program's cost. Describe the program's cost and the program's impact on the community.</p> <p>We have only one budget category, as indicated in Tab B. If this counselor position is not funded, hundreds of victims of domestic violence will not receive the advocacy, information, referrals and continuity of supportive services that they require. Since it will be necessary to spread the domestic violence intimate partner caseload among the other Victim Counselor caseloads, services to all victims will be impacted negatively.</p>

V0072-14-0314

Category	FTEs	2014	2015	2016
<b>PERSONNEL</b>				
Victim Liaison	0%	\$	\$	\$
	0%	\$	\$	\$
	0%	\$	\$	\$
	0%	\$	\$	\$
	0%	\$	\$	\$
<b>Total FTEs</b>	<b>0.00</b>			
<b>PERSONNEL TOTAL</b>		\$	\$	\$
<b>FRINGE</b>				
Victim Liaison		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
<b>Fringe Total</b>		\$	\$	\$
<b>PROFESSIONAL &amp; CONSULTANT</b>				
victim liaison services through contract with SafePlace		\$ 42,000	\$ 42,000	\$ 84,000
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
<b>Professional &amp; Consultant Total</b>		\$ 42,000	\$ 42,000	\$ 84,000
<b>TRAVEL</b>				
OAG Sponsored Training		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
Local Travel (Mileage Only)		\$	\$	\$
<b>Travel Total</b>		\$	\$	\$
<b>EQUIPMENT</b>				
none		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
<b>Equipment Total</b>		\$	\$	\$
<b>SUPPLIES</b>				
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
<b>Supplies Total</b>		\$	\$	\$
<b>OAG Sponsored Training Registration</b>				
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
<b>Other Direct Operating Expenses Total</b>		\$	\$	\$
<b>TOTAL BUDGET</b>		\$ 42,000	\$ 42,000	\$ 84,000

68

## Collaboration Agreement

In accordance with the requirements outlined in Part V, "Required Documents for Submission of Application" found on page 38 of the Application Kit and in conjunction with item #7 of Tab A, "Collaborations", the following 19 pages outline the current collaborative agreement that the Applicant has in place.

If this Application is approved, a similar collaborative agreement will be established for the FY14 and FY15 period.

**GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE**

**OAG Contract No. 1333285**

This contract is executed between the Office of the Attorney General (OAG) and Travis County District Attorney's Office (GRANTEE) for certain grant funds. The Office of the Attorney General and Travis County District Attorney's Office may be referred to in this contract individually as "Party" or collectively as "Parties."

**SECTION 1. PURPOSE OF THE CONTRACT**

The purpose of the Victim Coordinator and Liaison Grant (VCLG) program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies. It is intended that the grants will be awarded through a competitive selection and allocation process taking into consideration, among other criteria, the number of victims that may be served by a program. The purpose of this grant contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically described in Article 56.02), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services. In general, and subject to the limitations of each specific grant contract with each VCLG Grantee, VCLG grant contracts awarded must be used for victim-related services or assistance.

**SECTION 2 TERM OF THE CONTRACT**

This contract shall begin on September 1, 2012 and shall terminate August 31, 2013, unless it is terminated earlier in accordance with another provision of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

**SECTION 3 GRANTEE'S CONTRACTUAL SERVICES**

**3.1 GRANTEE's Compliance with the OVAG/VCLG FY 2012-2013 Grant Application Kit.** GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2012-2013 Grant Application Kit ("Application Kit") if not supplemented, amended or adjusted

by the OAG, as acknowledged by GRANTEE.

**3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions.** The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached Exhibit A. The final Narrative, as submitted by GRANTEE, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract.

#### **SECTION 4 GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS**

##### **4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

**4.1.2 Cooperation; Additional Information.** GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

**4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact.

**4.1.4 Standards for Financial and Programmatic Management.** GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.



Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accounting basis that complies with State financial laws and State constitution and follows OMB A-87 and Uniform Grant Management Standards, (UGMS).

**4.1.5. Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

#### **4.2 Programmatic Reports**

**4.2.1 Quarterly Statistical (Performance) Reports.** GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August. Accordingly, quarterly statistical reports, for each quarter, are due on or before December 30, 2012, March 30, 2013, June 30, 2013, and continuing until the last quarterly statistical report which is due on or before September 30, 2013.

**Contents of Quarterly Statistical Reports.** The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

- a. Targets as established by the OAG;
- b. Outputs and Outcomes as established by the OAG; and
- c. Program Impact Narratives.

**4.2.2 Written Explanation of Variance.** GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.3 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

#### **4.3 Financial Matters**

**4.3.1 Grant Budget.** With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget as established in this contract.

**4.3.2 Monthly Request for Reimbursement and Financial Status Report.** Grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A financial status report is required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

**4.3.3 Fiscal Year End Required Reports.** On or before October 15, 2013, GRANTEE will submit fiscal year end required reports.

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

**4.3.4 Annual Independent Financial Audit Report.** Unless otherwise noted on Exhibit C

(Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit – “timely” means on or before May 31, 2013; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE’s accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE’s independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

**4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close-Out Invoice.** GRANTEE is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month’s expenses, so that they are received by the OAG on or before the twentieth (20<sup>th</sup>) day of each month, or if the 20<sup>th</sup> falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

**4.3.6 Reimbursement of Actual and Allowable Costs.** The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract.

**4.3.7 Refunds and Deductions.** If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of,

destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

**4.3.9 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

## **SECTION 5 OBLIGATIONS OF OAG**

**5.1 Monitoring.** The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

**5.3 Reimbursement of Grantee Expenses.** The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

**5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds as stated in this contract.

**5.5 Funding Limitation.** GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the

term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for the purpose of this grant program, or if the appropriated funds made for the purposes of this grant program, are deemed, in the sole discretion of the OAG, required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.

## **SECTION 6 TERMINATION**

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

**6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions.** Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

## **SECTION 7 AUDIT RIGHTS; RECORDS RETENTION**

**7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records to support its charges, procedures, and performances to the OAG for all work related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

**7.2 Records Retention.** GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully

disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

**7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

**7.4 Access and Audit.** GRANTEE shall grant access to and make available copies of all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with the applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

**7.5 Location.** Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

## **SECTION 8 SUBMISSION OF INFORMATION TO THE OAG**

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

**8.1 Programmatic Reports and Information (excluding Financial Reports).** All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

**8.2 Financial Reports (excluding Programmatic Reports and Information).** All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

## **SECTION 9 CORRECTIVE ACTION PLANS AND SANCTIONS**

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

**9.1 Corrective Action Plans.** If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

**9.2 Financial Hold.** Failure to comply with submission deadlines for required reports, invoices, or other requested information, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is

submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

**9.3 Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

**9.4 No Waiver.** Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

## **SECTION 10 GENERAL TERMS AND CONDITIONS**

**10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities.** GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

**10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable OMB circulars, return of grant funds in the event of loss or misuse, and conflict of interest.

**10.3 Basis of Accounting.** GRANTEE shall adhere to an accounting basis that complies with State financial laws and State constitution and follows OMB A-87 and Uniform Grant Management Standards, (UGMS) and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE has not given, offered to give,



nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract.

**10.5 Compliance with Regulatory and Licensing Bodies.** GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws. If GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

## **SECTION 11 SPECIAL TERMS AND CONDITIONS**

**11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.** GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of their contractors shall be considered to be solely the employees or agents of GRANTEE or the contractors. GRANTEE or contractors shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

To the extent permitted by Texas law, GRANTEE or contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties and, to the extent permitted by Texas law,

**GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of their actions or performance under this contract. To the extent permitted by Texas law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.**

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

**11.3 Intellectual Property.** GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, nonexclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

**11.4 Program Income.** Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

**11.5 No Supplanting.** GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

**11.6 No Solicitation or Receipt of Funds on Behalf of OAG.** It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG.** GRANTEE may not subcontract or assign any of its rights or duties under this contract without the

prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment. In the event OAG approves subcontracting or assignment by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract to the extent compliance is needed to support GRANTEE's compliance with this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

**11.8 No Grants to Certain Organizations.** GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

**11.9 No Waiver of Sovereign Immunity.** The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

**11.10 Governing Law; Venue.** This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

**11.11 Limitation on Civil Legal Services Providers.** If GRANTEE is a provider of civil legal services to victims of crime, and if the purpose of the grant funds is to provide legal services to victims of crime, GRANTEE shall comply with the following:

**11.11.1 Services to Indigent Clients.** GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims and claimants are defined in Article 56.32 of the Code of Criminal Procedure.

**11.11.2 Eligibility Screening.** GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE

in a central location and shall be made available to the OAG or any party the OAG determines should have access to the documents at any reasonable time.

**11.11.3 No Cases Resulting in Fees.** Grant funds to organizations to provide legal services to the victims of crime, immediate family members or claimants in civil matters shall not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions of may not be applicable in any case where GRANTEE determines in good faith that the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason which the organization, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

**11.11.4 Other Restrictions.** Grant funds shall not be used to directly fund class action suits, lawsuits against governmental entities, or lobbying for or against any candidate or issue. Grant funds shall not be used to sue or otherwise support a cause of action, claim, or defense against the State of Texas or the Office of the Attorney General, except as specifically provided below.

Grant funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Human Resources Code, food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government directly to an indigent individual, but not to support a claim for actual or punitive damages.

Grant funds shall not be used to support any legal action seeking to establish, obtain or appeal Compensation for Crime Victims payments as administered by the Office of the Attorney General.

**11.11.5 Cooperation and Collaboration.** GRANTEE will cooperate and collaborate in their service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim related services.

**11.11.6 Professional Conduct.** In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys and should exercise reasonable prudent judgment and consider all relevant factors,

including the legal merits and the economic and practical value of the matter.

**11.11.7 Retainer Agreements and Private Referrals.** Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), each grantee shall execute a written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from the grantee. For cases that are referred by grantees to private attorneys, the grantee shall make available to the accepting attorney a standard form retainer agreement which may be modified based on agreement between the attorney and client.

The OAG, at its sole discretion, may further limit, authorize or define the scope of permitted legal services by GRANTEE.

## **SECTION 12 CONSTRUCTION OF CONTRACT AND AMENDMENTS**

**12.1 Construction of Contract.** The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

**12.2 Entire Agreement, including All Exhibits.** This contract, including all exhibits reflect the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

**12.3 Amendment.** This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

**12.4 Partial Invalidity.** If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

**12.5 Non-waiver.** The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

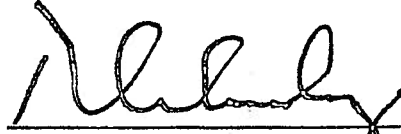
12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY  
GENERAL**



Don Clemmer  
~~Deputy Attorney General for Criminal Justice~~  
Office of the Attorney General

**TRAVIS COUNTY DISTRICT  
ATTORNEY'S OFFICE**



Printed Name: Rosemary Lehberg  
Authorized Official

**EXHIBIT A**

**GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE**

**OAG Contract No. 1333285**

**Maximum Liability of the OAG.** The OAG and GRANTEE stipulate and agree that the total liability of the OAG to GRANTEE directly or indirectly arising out of this contract and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance herein, shall not exceed the following:

**FORTY-TWO THOUSAND AND 00/100  
(\$42,000) DOLLARS.**

**Budget.** Subject to the limitations within this contract, the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

<b>Budget Category</b>	<b>State Fiscal Year 2013</b>
Personnel	\$0
Fringe Benefits	\$0
Professional & Consultant Services	\$42,000
Travel	\$0
Equipment	\$0
Supplies	\$0
Other Direct Operating Expenses	\$0
<b>Total</b>	<b>\$42,000</b>

86

**EXHIBIT B**

**GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE**

OAG Contract No. 1333285

**GRANT NARRATIVE**

The following narrative provided by GRANTEE in its FY2012-2013 grant application, and as further modified by the OAG, applies to this contract:

During the next two years, our SafePlace liaison will provide support for 1800 victims with 2800 services of information and referrals to help them move forward in their lives. Also included in the two year period, our liaison will provide counseling as it relates to crisis intervention, with 575 crisis intervention services. In addition, we will provide 3000 services in the category of follow up services. In addition, our liaison will provide assistance for victims with filling out Victim Impact Statements and CVC and Vine forms.

Our victim advocate will continue to answer the many questions victims have when they enter our confusing criminal justice system. Three examples of what victims want (need) to know are: (1) information about the court and criminal justice system that "they can understand"; (2) to comprehend the part they play in the system and what, if any, rights they have; and (3) on-going information and updates about their case. In addition, and equally important, victims want knowledge about services from SafePlace and/or any other community service that might be useful to them - i.e. legal, financial, medical and affordable housing services. Our liaison will continue to provide answers to questions, information about services and will also educate victims about the dynamics of interpersonal violence and the effects of violence on victims and their loved ones.

If our office is allowed to continue to collaborate with SafePlace for a specially trained liaison to be housed at the District Attorney's Office in the Victim/Witness Division, we will reach our goal of continuing to provide the many services to victims of felony domestic violence we have provided since FY 2000. Domestic violence caseloads continue to grow each year and the support, information and education victims receive from our liaison is very important and could be critical to their own safety and the safety of the victim's children.



**EXHIBIT C**

**GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE**

**OAG Contract No. 1333285**

**SPECIAL CONDITIONS**

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None