

# Item 17



## Travis County Commissioners Court Agenda Request

**Meeting Date:** June 18, 2013

**Prepared By/Phone Number:** David Walch, 46663; Marvin Brice 49765

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Ratify and Approve Contract No. 4400001395, Foundation Communities to provide Supportive Residential Treatment Services in support of the Criminal Justice Improvement and Recidivism Reduction sub-grant awarded by the Office of Justice Programs, Bureau of Justice Assistance and by the Laura and John Arnold Foundation.**

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

This contract is for the provision of permanent supportive housing, project-based rental assistance, and an array of supportive (case management) services to 22 targeted slots that are chronically involved with the Travis County Criminal Justice system, as well as chronically homeless and mentally ill individuals.

On February 19, 2013 the Commissioners Court approved the program concept and acceptance of funding via the Office of Justice Programs, Bureau of Justice Assistance (BJA) and Laura and John Arnold Foundation grant awards for Supportive Residential Treatment Services.

The grants provide for twenty-four (24) months of service for individuals who are the most frequent consumers of public resources. The complexity of the BJA grant and high need nature of the target population required additional time to finalizing and executing this contract. Expenses associated with initializing the program, outreach and identifying clients were accrued prior to this agreement being implemented. Therefore it is requested that the Court ratify and approve this contract effective May 1, 2013.

This contract is for professional services and therefore exempt from competitive bidding and competitive proposal requirements in the County Purchasing Act, TEX. LOC. GOVT CODE ANN. SEC. 262.023. An exemption order for medical services was approved by the court on September 12, 2000.

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

➤ **Contract-Related Information:**

Award Amount: \$369,012.00

Contract Type: Professional Services Agreement

Contract Period: May 1, 2013 to April 30, 2014

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): Grant No. 800282 Item No. 500050

Comments:

**PROFESSIONAL SERVICES  
AGREEMENT/CONTRACT**

BETWEEN

**TRAVIS COUNTY**

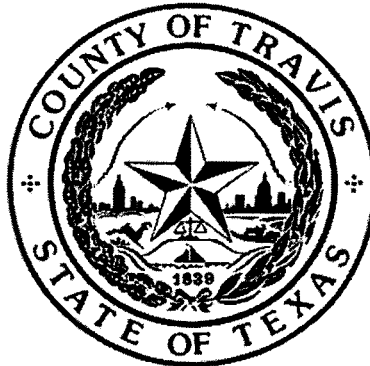
AND

**FOUNDATION COMMUNITIES**

FOR

**SUPPORTIVE RESIDENTIAL TREATMENT SERVICES**

**CONTRACT NO. 4400001395**



RECEIVED  
TRAVIS COUNTY  
PURCHASING  
OFFICE  
2013 MAY 31 PM 12:10

**Travis County Purchasing Office**

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STATE OF TEXAS           §  
                                       §  
 COUNTY OF TRAVIS       §

**PROFESSIONAL SERVICES AGREEMENT  
 FOR SUPPORTIVE RESIDENTIAL TREATMENT SERVICES**

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

**WHEREAS**, COUNTY desires to obtain the services of a qualified permanent supportive housing and supportive services provider to provide services for clients who are referred by Travis County;

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

**NOW, THEREFORE**, COUNTY and CONTRACTOR agree as follows:

1.0    DEFINITIONS

In this Agreement,

- 1.1    "Commissioners Court" means the Travis County Commissioners Court.
- 1.2    "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3    "County Auditor" means Travis County Auditor Nicki Riley or her successor.
- 1.4    "Parties" mean Travis County and Foundation Communities.
- 1.5    "Is doing business" and "has done business" mean:
  - 1.5.1    paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
  - 1.5.2    loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
  - 1.5.3    **but does not include**

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

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

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

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

1.7 "DIRECTOR" means Roger Jefferies, the Executive Manager of Travis County Justice & Public Safety or his designee.

## 2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement, upon execution by all parties, shall commence upon May 1, 2013 and shall continue through April 30, 2014, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the terms of the grant, this Agreement shall thereafter automatically renew on May 1, 2014 for a one year period unless sooner terminated by either party as provided herein.

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

## 3.0 CONTRACTOR'S RESPONSIBILITIES

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

- 3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and his best professional judgment.
- 3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.
- 3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].
- 3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.
- 3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.
- 3.7 Insurance Requirements CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.
- 3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.
- 3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under

this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

#### 4.0 COMPENSATION, BILLING AND PAYMENT

##### 4.1 Line Item Budget Invoicing and Payment

4.1.1 This contract will be funded at a Not-To-Exceed amount of:

\$369,012.00 For the Initial term and Renewal Term

##### 4.1.2 Request for Payments.

4.1.2.1 Monthly Request. Each month during the Contract Term, Contractor shall file, within the time limits set forth in this Section, and pursuant to applicable requirements of this Contract, the complete and correct (as determined by County Department) Request for Payments and complete backup documentation. Including a line item expenditure report reporting the portion of each line item included in the ATTACHMENT B. Program Budget, being reimbursed for. Contractor agrees that additional documentation supporting Contract expenses, such as signed timesheets, invoices, receipts, purchase orders or other information, may be reviewed by County during monitoring visit(s), and that additional reporting requirements may be implemented by County at any time that such monitoring or review reveals a need for such, as determined by County.

4.1.2.2 Timely Filing of Request. The Request for Payment shall be filed with the Department within ten (10) days of the end of the month for which services are provided. Any delay by Contractor in the filing of the complete and correct Request for Payment may impact the ultimate receipt of payment by Contractor. County shall pay Contractor for authorized expenditures, as determined and approved by the Department.

4.1.2.3 Request Limitation. County shall not be liable to Contractor for any costs incurred and paid by Contractor in the performance of this Contract which are not billed to County under the applicable terms of the Contract within sixty (60) days following the provision of the service or sixty (60) days following the termination of this Initial Contract Term, whichever occurs first. Cost billed by Contractor on or after the 61<sup>st</sup> day following provision of services or the termination of the contract during the Initial Term shall be considered disallowed and may not be paid by the County.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld.



COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

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

4.4 Invoicing. CONTRACTOR shall submit invoicing to COUNTY on a monthly basis and each invoice shall contain the information listed in Section 4.1.2.1 Monthly Request and the total amount of payment requested. Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR.

4.4.1 Invoices will be submitted electronically to: Mitchell Goertz at [Mitchell.Goertz@co.travis.tx.us](mailto:Mitchell.Goertz@co.travis.tx.us).

4.4.2 Originals will be delivered to:

Roger Jefferies, County Executive  
Justice and Public Safety  
P.O. Box. 1748  
Austin, Texas 78767

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

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

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

4.8 Disbursements to Persons with Outstanding Debt.

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

4.8.1.1 the County Treasurer notifies CENTER in writing that the debt is outstanding; and

4.8.1.2 the debt is paid.

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

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

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

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

4.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court, or any Grantor or Grant authorization fails to provide funding for this Contract for the following fiscal year of COUNTY, or contract period, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

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

## 5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to Psychological / Psychiatric services in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees

to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

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

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

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

## 6.0 AMENDMENTS / MODIFICATIONS

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

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

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

any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

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

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

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

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

7.5 Non-Waiver of Default

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

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

7.6 Forfeiture of Contract Contractor shall forfeit all benefits of the contract and County shall retain all performance by Contractor and recover all consideration or the value of all consideration, paid to Contractor pursuant to this contract if:

(A) Contractor was doing business with any Key Contracting Person at the time of execution of the contract or had done business during the 365 day period immediately prior to the date on which it is executed; or

(B) Contractor does business with a Key Contracting Person at any time after the date on which the contract is executed and prior to full performance of the contract.

7.7 Entire Agreement

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

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

- 7.7.2.1 Attachment A – Scope of Services
- Attachment A-1 – Appeals Process
- Attachment A-2 – House Rules
- 7.7.2.2 Attachment B – Line Item Budget
- 7.7.2.3 Attachment C – Insurance Requirements
- 7.7.2.4 Attachment D – Ethics Affidavit including:  
Exhibit 1 - List of Key Contracting Persons

- 7.7.2.5 Attachment E –Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts
- 7.7.2.6 Attachment F – Financial Forms
- 7.7.2.7 Attachment G – Justice Reinvestment Performance Measure Plan
- 7.7.2.8 Attachment H – Standard Assurances – OMB Approval No. 1121-0140
- 7.7.2.9 Attachment I – Foundation Communities Year 4 Workplan
- 7.7.2.10 Attachment J -- Subaward Agreement Between the Center For Effective Public Policy and Travis County, Texas

## 7.8 Notices:

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

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

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

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

Roger Jefferies (or successor)  
Travis County J&PS Executive Manager  
P.O. Box 1748  
Austin, Texas 78767

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

Julian Huerta  
Deputy Executive Director & Director of Programs  
Foundation Communities  
3036 S. 1<sup>st</sup> Street  
Austin, Texas 78704

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

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

7.11 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the Director within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Director. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.12 MEDIATION. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

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

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

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

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

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

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

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

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



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

7.19 Interpretational Guidelines

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

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

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

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

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

DUPLICATE ORIGINALS

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

**Foundation Communities**

**Travis County**

\_\_\_\_\_  
By: Julian Huerta  
Deputy Executive Director  
Name and Title (Printed)

\_\_\_\_\_  
By: Samuel T. Biscoe  
Travis County Judge

Date: 5/29/13

Date: \_\_\_\_\_

Approved as to Legal Form By:

\_\_\_\_\_  
Assistant County Attorney

Funds Verified By:

\_\_\_\_\_  
County Auditor

Approved by Purchasing:

\_\_\_\_\_  
Cyd Grimes, C.P.M., CPPO Purchasing Agent

**ATTACHMENT A**  
**SCOPE OF SERVICES & PERFORMANCE MEASURES**

**For**  
**FOUNDATION COMMUNITIES**  
**&**  
**TRAVIS COUNTY CRIMINAL JUSTICE PLANNING**  
**ON THE**  
**JUSTICE REINVESTMENT INITIATIVE**  
**PILOT PROJECT**

**CONTRACTOR:**

Foundation Communities  
3036 S. 1<sup>st</sup> Street  
Austin, TX 78704

**CONTACT:**

Julian Huerta  
Deputy Executive Director & Director of Programs  
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Email: [Julian.huerta@foundcom.org](mailto:Julian.huerta@foundcom.org)

**PROGRAM TITLE:**

Project H.O.M.E. (Health Options Moving towards Empowerment)

**PROJECT DESCRIPTION:**Overview:

With an initial 5 year, \$2 million grant awarded by the federal Substance Abuse and Mental Health Services Administration, Foundation Communities (FC) created Project H.O.M.E. to provide mental health and substance abuse treatment services to eligible tenants at its single room occupancy communities. The goal of the project is to bridge community gaps in access to treatment services for these high need tenants residing in permanent supportive housing at FC. In subsequent years, with additional funding from the St. David's Foundation and the City of Austin, Project H.O.M.E. has been expanded to include integrated healthcare (primary care + mental health care + substance abuse treatment).

FC, in cooperation with Travis County Criminal Justice Planning and the Housing Authority of Travis County, will provide permanent supportive housing, project-based rental assistance, and an array of supportive services to 22 targeted slots that are chronically involved with the Travis County Criminal Justice system, as well as chronically homeless and mentally ill. Housing will be provided at two FC single room occupancy communities: Garden Terrace, located at 1015 W. William Cannon Blvd., Austin Texas, 78745, and Spring Terrace, located at 7101 N. I-35, Austin, Texas, 78752. Goal will be to house 11 participants at each community, with a projected 100% lease-up target of 180 days from commencement of project, and a guaranteed lease up of no more than 1 year from commencement.

All JRI participants that meet FC housing eligibility criteria will sign a standard 12-month Texas Apartment Association Lease after completing the required Travis County Housing Authority and FC housing application processes. This contract and its addendums, including the FC House Rules, will provide the basis of the expectations and responsibilities for both parties (tenant and landlord). FC complies with all federal, state, and local fair housing laws.

JRI project participants will participate in PSH supported services voluntarily, and continued housing will not be based upon service participation, consistent with permanent supportive housing best practices. Tenants for this project participating in supportive services will receive an initial assessment using Addiction Severity Index (ASI), 5<sup>th</sup> Edition, as well as ongoing review of changing and evolving needs. Services will be provided by FC staff and designated contractors, and will include, but not be limited to, the following services as needed:

1. Intensive case management
2. Housing stability support services
3. Individualized treatment planning
4. An Integrated Healthcare Home
5. Access to a Primary Care Physician
6. Access to a Psychiatrist
7. Licensed Psychotherapy
8. Employment readiness support
9. Application assistance for mainstream benefits
10. Health & wellness programming & education
11. Community Building & Outreach/Engagement Activities
12. Direct financial and in-kind assistance for daily living expenses

#### Referral Process:

Utilizing a process agreed upon by all parties, a designated FC representative will notify the County when a unit becomes available, and Travis County will notify a designated FC representative when a potential participant is identified. FC will perform an initial eligibility screening and notify potential applicant immediately whether or not they meet the criteria. All potential participants, whether or not they meet the eligibility criteria, are permitted to apply. Applicants denied due to criminal history are permitted to avail themselves of the FC appeals process. Written instructions for the appeals process will be provided along with the denial letter.

The agreed upon referral process will designate the responsibilities of each party, the transitional services and housing resources available to applicants who have been screened and meet eligibility criteria, and the strategy by which admitted participants will receive a warm handoff from Travis county staff to FC staff.

#### Performance Measures:

FC proposes to use the goals and objectives currently in use for Project H.O.M.E. This will allow for a seamless integration of JRI project participants into FC PSH, and they are also consistent with the JRI performance measure plan. They are as follows:

***Goal 1: Increase chronically homeless unaccompanied adults' access to the mental health and substance abuse treatment services they need in Travis County.***

*Objective 1.1:* No fewer than 90% of homeless adults who apply or are referred to become participants in the HOME Project will receive a comprehensive behavioral health assessment (ASI) by the project's qualified behavioral health professionals within one week of their application or referral.

*Objective 1.2:* No fewer than 80% of unaccompanied homeless adults experiencing a behavioral health crisis at the time of their application or behavioral health assessment will be immediately enrolled in the project and provided with appropriate mental health or substance abuse crisis management and/or treatment services by project staff.

*Objective 1.3:* No fewer than 100% of unaccompanied homeless adults who receive a behavioral health assessment (ASI) will receive their assessment results within one week of the assessment.

*Objective 1.4:* No fewer than 75% of unaccompanied homeless adults diagnosed in the project's assessment process or otherwise documented as having serious mental health conditions or co-occurring mental health and substance abuse conditions will be offered supportive housing (if they are not housed at the time of assessment) in a project housing site and enrolled in the project's supportive behavioral health services component within one week of application (based on availability of units and qualifying criteria).

*Objective 1.5:* No fewer than 90% of unaccompanied homeless adults enrolled in the supportive behavioral health services component of the project will participate with qualified behavioral health professionals in the development of an individualized behavioral health service (treatment) plan within two weeks of admission the project.

*Objective 1.6:* No fewer than 90% of unaccompanied homeless adults enrolled in the project who require psychotropic medications to manage their behavioral health condition(s) will receive these medications within one week of being diagnosed and receiving a prescription for them from a qualified medical professional.

*Objective 1.7:* No fewer than 90% of unaccompanied homeless adults enrolled in the project will be provided with regular (no less than weekly) access to all behavioral health supports specified on their treatment plan.

***Goal 2: Improve the availability of mental health and substance abuse treatment services for chronically homeless unaccompanied adults in Travis County.***

*Objective 2.1:* No fewer that 90% of consumers who require crisis care during their period of project enrollment receive care that effectively addresses their crises.

*Objective 2.2:* No fewer than 85% of consumers who receive crisis care from the project are satisfied with this care. This self-report will come through interviews conducted by an external evaluator.

*Objective 2.3:* No fewer than 90% of consumers who require mental health treatment during their period of project enrollment receive mental health treatment services that meet their needs during the project period.

*Objective 2.4:* No fewer than 85% of consumers who receive mental health treatment from the project are satisfied with this treatment during the project period. This self-report will come through interviews conducted by an external evaluator.

*Objective 2.5:* No fewer than 90% of consumers who require substance abuse treatment as indicated on their treatment plan during their period of project enrollment receive substance abuse treatment services that meet their needs during the project period.

*Objective 2.6:* No fewer than 85% of consumers who receive substance abuse treatment from the project are satisfied with this treatment during the project period.

***Goal 3: Stabilize and improve the lives of chronically homeless unaccompanied adults in Travis County.***

*Objective 3.1:* No fewer than 90% of consumers enrolled in the project maintain their supportive housing for the minimum length of time specified in their treatment plans.

*Objective 3.2:* No fewer than 75% of consumers for whom vocational training or employment is a treatment goal achieve this goal during the project period.

*Objective 3.3:* At least 50% of consumers for whom self-sufficiency is a treatment goal increase their incomes by 15% or more during the project period.

*Objective 3.4:* At least 50% of consumers for whom sobriety or becoming drug-free is a goal achieve and maintain this goal for at least 6 months during the project period.

*Objective 3.5:* At least 50% of consumers for whom improving social relationships is a goal develop and maintain at least one social relationship for at least 3 months during the project period.

*Objective 3.6:* No fewer than 80% of consumers who are prescribed psychotropic medications become “medication compliant” during the project period.

*Objective 3.7:* By the end of the project period, at least 50% of consumers who actively participate in the project for at least two years successfully exit chronic homelessness.

***Goal 4: Expand chronically homeless unaccompanied adults' social support networks.***

*Objective 4.1:* At least 65% of consumers achieve improved psychological, occupational and social functioning evidenced by an improved score on the *Global Assessment of Functioning* (GAF) scale comprising Axis V of their DSM-IV diagnosis during the project period.

*Objective 4.2:* At least 50% of consumers who have family and friends from whom they have become disconnected or estranged re-establish at least one pre-existing relationship during the project period.

*Objective 4.3:* At least 50% of consumers establish or at least one new social relationship during the project period.

***Goal 5: Connect chronically homeless unaccompanied adults to the local physical health, legal, employment, vocational training, transportation and other resources they need in Travis County.***

*Objective 5.1:* At least 85% of consumers who have physical health needs are connected to and use local medical resources to meet these needs during the project period.

*Objective 5.2:* At least 75% of consumers who have legal needs are connected to and use local legal resources to meet these needs during the project period.

*Objective 5.2:* At least 75% of consumers who have vocational training and/or employment needs are connected to and use local resources to meet these needs during the project period.

*Objective 5.3:* At least 50% of consumers with other health, social, emotional, spiritual, educational or other needs identified on their treatment plan are connected to and use local resources to meet these needs during the project period.

**Attachment 1-A****Supportive Housing Appeals Process for**

Travis County Justice Reinvestment Initiative (JRI) Pilot Project

If your rental housing application was denied for the following criminal offenses, additional documentation can be submitted. An appeals committee will consider the additional documentation. Please note the following criminal offenses and the associated documentation that must be submitted to the appeals committee.

1. **Criminal Offense: Any type of illegal use or possession, for personal use, of a controlled substance occurring within three (3) years of the date of the application**  
*Required documentation of rehabilitation or stability include: participation in a substance abuse treatment program within six months of date of application, letters of recommendation from program staff with whom you have worked, such as social workers, counselors, case managers, parole or probation officers, etc.*
2. **Criminal Offense: Acts of assault or assault by threat. No more than 2 offenses in the last 5 years.**  
*Required documentation of rehabilitation or stability include: completion of anger management counseling, police reports explaining the context of the incident, letters of recommendation from program staff with whom you have worked (see examples above)*
3. **Criminal Offense: Pattern of Offense. No more than 5 convictions for the same type of offense in the last 5 years.**  
*Required documentation of rehabilitation or stability include: completion of counseling programs relating to the types of offenses committed. This can include letters of recommendation from counselors of such programs, program staff, case workers, social workers parole or probation officers, etc.*

**\*Applicants denied for criminal offenses other than those listed above are not eligible to participate in the appeals process.**



**3. How to Appeal:**

Step 1: Submit written request for appeal to Appeals Committee within 30 days from the date of the denial letter. The request should include a letter requesting a review of the denial as well as supporting documentation. The request should be mailed to:

Appeals Committee  
c/o Foundation Communities  
3036 South First Street  
Austin, TX 78704

Step 2: The appeals committee will meet to review the request and the documentation submitted within 14 days of receiving the written request. The committee may make additional requests for further documentation and/or request an interview.

Step 3: The appeals committee will reach a determination and send written notification by mail within five days from the date of the final committee meeting.

**Attachment 1-B**

**FOUNDATION COMMUNITIES**  
**PSH HOUSE RULES**  
 January 26, 2012

**WELCOME!** We hope you will enjoy living at Foundation Communities. Due to the close proximity of your neighbors, your activities will more directly affect your neighbors than in an individual apartment dwelling or a house. For this reason, it is necessary to ask that you exercise a great degree of care and consideration in conducting your activities here. Your cooperation in abiding by the following house rules will help to maintain desirable living conditions for all Residents. **These house rules will be strictly enforced.** If a Resident chooses not to follow these house rules, it will be grounds for eviction.

**Property Management Staff**

(Property Manager, Property Assistant Manager, Maintenance, Porter, and Desk Clerks)

Property Management handles all daily operations of Foundation Communities, including but not limited to: Leasing of apartments, rental collections, property maintenance, and grievances of issues pertaining to Foundation Communities.

**Resident Services Staff**

(Resident Services Manager, Caritas Case Manager, and AmeriCorps/VISTA volunteers)

ONLY provides Foundation Communities Residents support and advocacy to maintain housing, increase self sufficiency skills, and pursue personal growth goals.

**NON SMOKING POLICY**

Foundation Communities is a smoke-free community. Smoking is not permitted anywhere within the facility. This includes the individual apartment units, common areas such as the lounge, laundry room, fitness area, community kitchen, game room, and any other space within the building. City ordinance requires smoking to occur at least 15 feet away from the entry to any building. Designated smoking areas will be provided outside.

Foundation Communities is required to provide a smoke free workplace to its employees. Because the entire facility of Foundation Communities is also the workplace for staff, smoking is not allowed as set forth in these House Rules. Chapter 10-6 of the SIPPO (Smoking in Public Places Ordinance) is the law governing these policies. Any resident who smokes in his or her apartment unit, common areas, or within 15 feet of the building could be subject to a class C misdemeanor and/or fine up to \$2000. Residents are expected to comply with the law and with these policies.

Management is required to ensure the building is smoke-free. For this reason, disciplinary action will be taken against any person who fails to abide by these rules, and continues to smoke in their apartment. These actions may include verbal and/or written warnings, lease violations, non-renewal of the lease contract or eviction.

**NOISE**

You have a right to expect that your neighbors' actions will not disturb your right to a quiet and orderly home. No one should be subjected to excessive loud noise at any time from the playing of radios, TVs, stereos, yelling, or any

other source. If problems arise that you cannot take care of, please file a written complaint at the front desk for Property Management.

At the same time, you must not disturb your neighbors by creating excessive noise from your radio, TV, stereo, yelling, or any other source. Particularly after 10 p.m., quiet should be maintained at Foundation Communities.

### **EXITS**

Residents must use the designated front entrance to enter and exit the building. All other doors are restricted for emergency use only and must not be used for non-emergency entry or exit by Residents, their guests/visitors or staff.

### **COOKING IN APARTMENTS**

Residents will be provided with a cook top, microwave, and refrigerator in their apartments. You may also provide your own toaster, toaster oven, crock pot, George Foreman type grills, blender, or coffee pot, etc. if you desire. Hot plates, deep fryers, and electric skillets **are not** allowed. There is also a community kitchen with an oven at Foundation Communities provided for cooking. Do not place grease or food objects down the sink because they clog the waste lines.

Attached to your range hood through a magnetic hold is a Stove Top Fire Stop. This unit will only activate once flames reach it. Any removal or tampering with this device will render it inoperable in case of a fire. Please do not tamper with, disable or remove the Stove Top Fire Stop. You will be liable for the cost of replacement if it is removed or tampered with. This device has the potential to put out a small stovetop fire but there is no guarantee that it will work. Ultimately it is your responsibility to use safe practices while cooking in the kitchen.

### **ELECTRIC HEATERS**

Residents may not have personal electric heaters in their apartments. They can cause a fire hazard and can overload the circuits. Heating is provided for Residents by Foundation Communities.

### **WEAPONS**

No weapons of any kind are allowed on the premises. Weapons include but are not limited to: any kind of gun or firearm, a knife/switchblade (excluding kitchen knives), or any other device that could be construed as a weapon by law enforcement or community staff.

### **PEST CONTROL**

Pest control is administered in each apartment annually. Please refer to the pest control schedule located in the mailroom and community kitchen to inform you of which month your hallway is scheduled for treatment. However, circumstances may arise where pest control is needed sooner, so if your hallway is not scheduled to be treated and you are having pest control problems, please notify Property Management. If a Resident has a health problem that would be adversely affected by the pest control treatment, he/she must provide a letter from a doctor stating this. In such cases, alternative methods of pest control will be used.

### **APARTMENT CLEANLINESS**

Residents are required to keep their apartments clean at all times. Trash, garbage, and odor affect everyone, contributing to both fire danger as well as bug and rodent infestation. Excessive storage/stockpiling of any items, materials, or trash in your apartment is prohibited because it can become a fire hazard or become a harborage for bugs and rodents.

In the event that upon inspection of the apartment by either Property Management or a licensed pest control company, it is evident that the Resident has failed to keep his/her apartment clean and sanitary to the extent that it becomes a health or safety hazard, the Resident will receive a lease violation by Property Management to clean up his/her apartment. In the event the apartment is not cleaned after proper notice, further action may be taken as outlined in the TAA Lease Contract.

## COMMON AREA CLEANLINESS

We have a full community kitchen, several lounges, a computer lab, laundry facility, and an outside courtyard with seating. We encourage you to use these places when meeting with family or other visitors/guests.

All common areas of Foundation Communities, including kitchen, hallways, lounges, computer lab, and laundry facility, etc. are to be kept clean and free of any trash/garbage at all times. Trash containers located throughout the interior common areas are not to be used for personal trash. Residents are responsible for placing their own personal trash and recyclable items in the designated trash/recycling rooms located at the end of each hallway.

## COMMUNITY KITCHEN CLEANLINESS

The community kitchen is to be kept clean at all times; therefore, you must clean up after yourself when you use the kitchen. Any abuse of the kitchen, such as leaving food, personal dishes, or cooking/eating utensils shall constitute a violation of these rules. Any food items left in the community kitchen becomes available for public consumption. Do not leave food cooking on the stove top unattended at any time as this can result in a fire hazard.

If you are baking/cooking in the community kitchen oven, you are required not to leave your food unattended for items taking less than one hour to bake/cook. However, if the item that you are baking/cooking takes longer than one hour, you are not required to be present in the community kitchen during the entire baking/cooking process, but you must check the food item a minimum of twice per hour until your food is done.

Please remember to use the vent hood when cooking on the stove top and turn off the oven/stove top after each use. Property Management reserves the right to close the Community Kitchen due to inappropriate use.

## COMPUTER LAB POLICY

The Foundation Communities computer lab is available for resident use only. Although this area does have its own rules, it is still considered a "common area" and falls under the same policy as any other common area at Foundation Communities, as outlined in the House Rules. Each resident should receive a copy of the computer lab rules upon move in. If you have not received these rules, please see Resident Services. Any problems with the computers need to be reported to Resident Services.

## DRINKING ALCOHOL

Residents are not to have in their possession or to consume alcoholic beverages in any common areas such as hallways, the community kitchen, and lounges or outdoors on Foundation Communities property. If a Resident becomes drunk and verbally or physically abusive towards other Residents or Foundation Communities staff, it shall be a violation of the lease and the Resident may be evicted from Foundation Communities.

## SMOKING

Smoking is permitted in apartments, but Residents **are not** to smoke in bed because of the fire danger it poses. No smoking shall be permitted in hallways or common areas, nor shall smokers put out their cigarettes on the floors or planters anywhere in or around the building. Ash trays will be provided by Foundation Communities in designated smoking areas outside the building.

## DRUGS

The possession, sale, or use of illegal drugs is **STRICTLY forbidden** on or within the proximity of Foundation Communities property. Property Management will cooperate fully with City of Austin law enforcement authorities to assist them in arresting any person possessing, selling, or using illegal drugs in or around Foundation Communities.

## APARTMENT IMPROVEMENTS AND ALTERATIONS

Residents may **not make** any improvements or alterations to the apartments, including painting, without prior written approval of Property Management. Small nails should be used for hanging pictures.

## **FIRE EQUIPMENT AND SMOKE DETECTORS**

Use of the fire hoses or extinguishers for any purpose other than for an emergency is strictly prohibited and can lead to fine or imprisonment under city laws. Do not tamper with the smoke detector in your room. **Do not tamper with sprinkler heads or use as a hook for storage or hanging items.** Property Management will be conducting inspections of your apartment to make sure your smoke detector is working properly.

## **BUILDING LOCKS AND KEYS**

Keys and key cards are to be held by Residents only. For the safety and well being of other Residents, no keys or key cards are to be loaned out to visitors/guests. A fee of \$10 will be charged to replace a key card and \$5 will be charged to replace a mail key. No locks shall be changed or added to any door, except by Property Management.

## **LOCKOUTS**

It is the Residents' responsibility to keep their key card with them at all times. If a resident is locked out of their apartment and requires a staff member to let them in, they will be charged a \$5 fee per lockout. **Foundation Communities will waive one lockout fee during the Residents' tenancy at Foundation Communities.**

## **COMMON AREA TELEVISION VIEWING HOURS & GAME ROOM HOURS**

Television use in the Foundation Communities lounge areas shall be confined to the hours of 8 a.m. to midnight. Property Management reserves the right to close these areas at any time due to problems or noise complaints.

## **TELEVISION RULES**

If there is a disagreement about what program will be viewed on a community lounge television, those present must take a vote. The majority vote decides which program will be viewed.

## **BUSINESS ACTIVITIES**

Residents are not to conduct business or commercial activities in or around the premises of Foundation Communities without compliance with all City of Austin or other governing agency codes or legal/zoning requirements and deed restrictions on the property and without previous written permission from Property Management.

## **CONDUCT**

All Residents are to conduct themselves in a reasonable and civil manner. No fighting or physical attacks will be permitted by a Resident against another Resident or Foundation Communities staff. Abusive language and behavior towards other Residents or towards staff will not be tolerated. No illegal activity may be conducted in or on the premises of Foundation Communities. All Residents and visitors/guests must be fully clothed at all times. No bare feet. Please wear shoes or slippers.

## **REPORT REPAIR NEEDS**

As soon as a problem becomes evident to you, please fill out a maintenance request form located at the front desk. Please report on the form any malfunctions of appliances, heating or cooling equipment, chipping or peeling paint, water leaks, electrical malfunctions, broken windows or doors, etc., so that Property Management can repair them as soon as possible.

## **PROBLEMS OR ISSUES**

Any problems or issues should be brought to the attention of Property Management. These issues can be handled in written form or by scheduling an appointment to meet with the Property Manager.

## **NEIGHBORS**

Respect the peace, privacy, and presence of our surrounding neighborhood. Our continued presence in the neighborhood is every resident's responsibility. Be courteous. Do not loiter, litter, act outrageous or make a ruckus on the sidewalks surrounding the building.

## **NOTIFICATION OF ABSENCE**

For your safety and the safety of your property, please notify the Property Manager if you are going to be away for more than one week.

## **FLAMMABLE LIQUIDS AND TOXIC MATERIALS**

Use and storage of flammable liquids or toxic materials (except common household cleaning products) in your apartment will not be permitted.

## **GUESTS AND VISITORS**

The occupancy guidelines at Foundation Communities are limited to one person per apartment. All visitors/guests are subject to approval by Property Management. Property Management has the responsibility to approve and monitor visitors/guests that may enter the premises for the well-being of other Residents and the property. Property Management may refuse to permit a visitor/guest entry to the premises, if that person has violated Foundation Communities House Rules and has been placed on a list of persons banned from Foundation Communities. The following rules apply to visitors/guests:

- a. Residents are responsible for the behavior of their visitors/guests. Visitors/guests must abide by all House Rules. Any visitor/guest found to be causing a nuisance for other Residents or to be violating House Rules will be asked to leave by Property Management. In such an event, Residents must escort his/her visitor/guest out of Foundation Communities immediately. Repeated or substantial violations of the Foundation Communities lease and/or rules will cause a non-Resident to be placed on a list of persons who are banned from subsequently entering the property as a visitor/guest.
- b. A "visitor" is defined as a non-Resident who is permitted to visit a Resident in his/her apartment during the hours of 8 a.m. and 12 a.m. A Resident must escort his/her visitor to and from the door and accompany the visitor at all times. A visitor cannot be left unattended for more than fifteen minutes. A resident has the option of requesting an exception due to a medical condition where they are unable to accompany their visitor at all times. Each time a visitor enters or leaves the premises, the Resident must sign the visitor in or out on the "Visitor/Guest Log" sheet at the front desk, providing the visitor's name, time in/out, and the Resident's name and apartment number. If the Resident leaves Foundation Communities, his/her visitor must also leave with him or her. No visitor is allowed to be on the premises without the Resident also being present.
- c. A "guest" is defined as a person who is not a Resident, but who is on the premises after 12 a.m. after being authorized by Property Management as an overnight guest. A Resident is allowed to have an overnight guest for no more than three consecutive nights and not more than six guest nights per calendar month. Please note the overnight guest must identify themselves as an overnight guest by checking the appropriate box on the "Visitor/Guest Log". It is only necessary to check the overnight guest box one time for each overnight stay. Each time an overnight guest enters and/or leaves the premises they must sign in/out on the "Visitor/Guest Log" sheet at the front desk. A Resident must escort his/her guest to and from the door and accompany the guest at all times. A Resident has the option of requesting an exception due to medical condition where they are unable to accompany their guest at all times. Property Management will be tracking the number of overnight guests each resident has per month.
- d. Any visitor or guest must have photo identification, such as a driver's license, which confirms their identity as the person signed-in on the Visitor/Guest Log. Any non-Resident who has not been signed-in, or who cannot provide photo identification, or who is on Foundation Communities banned list, will be asked to leave the premises by Property Management. If that person does not leave, the police will be called to arrest the person for trespassing.
- e. A Resident may be subject to eviction regarding their visitor/guest due to the following: 1) Failure to have their visitor/guest properly sign in/out. 2) Grants access to a person that has been banned from entry

into Foundation Communities. 3) If a Resident otherwise violates the Foundation Communities visitor/guest rules.

- f. A parent or guardian must accompany all children under the age 14 entering the building. If not accompanied, a letter from the parent/guardian must be submitted to Property Management before the child can enter the premises. The letter must include the name, address, and telephone number of the parent/guardian.

Due to the need to maintain security of the building and community and to comply with funder occupancy limitations, violations of visitor/guest rules are considered a serious violation of the rules.

## **PARKING**

Your Lease allows Property Management to regulate the manner and time of all parking. Our obligations to all Residents require that we apply these policies fairly to benefit the greatest number of Residents. General parking and vehicle policies are:

- ◆ No motor homes, campers, boats, trailers, and other recreational vehicles may be parked in our community. Inoperable vehicles will be towed at the Resident's or visitor's/guest's expense.
- ◆ "Inoperable vehicles" include any vehicle with flat tires, severe damage, expired license plates or expired inspection stickers. To avoid being towed, you must correct the problem or remove the vehicle from the community.
- ◆ Residents may change a flat tire while the vehicle is parked at our community. However, all other repairs and maintenance are prohibited to prevent damage to the parking areas and driveways.
- ◆ Vehicles which are parked illegally, such as in the yard, a fire lane, on the grass or sidewalk, or blocking a trash dumpster, may be towed without notice 24 hours a day.
- ◆ Motorcycles, bicycles, or other motor vehicles may not be parked on sidewalks around Foundation Communities. Bicycles may not be parked in the hallway or in common areas.
- ◆ Each resident is allocated one parking space.

Vehicles parked in fire lanes and handicapped parking spaces are subject to towing and tickets.

## **PETS**

No pets permitted other than certified service animals.

## **TAMPERING WITH EQUIPMENT**

Residents may not tamper with any building mechanical or fire safety equipment.

## **DOORS**

No sign may be taped or otherwise affixed to the outside of an apartment door by Residents without proper consent by Property Management. Wreaths are acceptable with proper wreath hanger.

## **SLEEPING IN COMMUNITY AREAS**

Residents and their visitors/guests shall not sleep in community areas.

## **MONTHLY INSPECTIONS**

Property Management will conduct a monthly inspection per a well-publicized schedule.

## **MODIFICATIONS**

These rules and regulations may be updated or changed from time to time to promote the health, safety, care, cleanliness, and tranquility of Foundation Communities. Residents will be given written notice of rule additions or changes.

THESE HOUSE RULES APPLY TO ALL RESIDENTS. VIOLATIONS OF ANY OF THESE RULES CONSTITUTE GROUNDS FOR A DEFAULT OF THE LEASE AGREEMENT. THESE HOUSE RULES ARE CONSIDERED AN ADDENDUM TO THE TAA RESIDENTIAL LEASE CONTRACT.

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By signing below, I understand that the above house rules apply to, and are for the safety and well being of all residents and visitors/guests. I have read the above house rules and I agree to follow them as written. I understand that these house rules are part of my TAA lease contract.

**Resident:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Property Management:** \_\_\_\_\_

**Date:** \_\_\_\_\_





## Travis County JRI Program Proposed Budget

	<b>May 1, 2013 - Apr 30, 2014</b>	<b>May 1, 2014 - Apr 30, 2015</b>	<b>Total: May 1, 2013 - Apr 30, 2015</b>
<b>A. PERSONNEL (FTE Intensive Case Manager)</b>			
Salaries (3% cost of living/merit increase in year 2)	\$ 45,000	\$ 46,350	\$ 91,350
Benefits + Payroll Taxes (3% increase in year 2)	\$ 9,763	\$ 10,197	\$ 19,960
<b>A. SUBTOTALS:</b>	<b>\$ 54,763</b>	<b>\$ 56,547</b>	<b>\$ 111,310</b>
<b>B. OPERATING EXPENSES</b>			
Front Desk Staffing (50% of 24/7 Operations @ 2 properties)	\$ 92,763	\$ 94,547	\$ 187,310
Local Staff Travel (\$45/month x 2 staff x 12 months)	\$ 1,080	\$ 1,080	\$ 2,160
Program Supplies (2 computers in year 1)	\$ 6,420	\$ 2,852	\$ 9,272
<b>B. SUBTOTALS:</b>	<b>\$ 100,263</b>	<b>\$ 98,479</b>	<b>\$ 198,742</b>
<b>C. CLIENT DIRECT ASSISTANCE</b>			
Transitional Housing Support (\$150/week X 4 weeks X 22 clients)	\$ 13,200	\$ -	\$ 13,200
Household Set-up Items (\$200 x 22 clients)	\$ 4,400	\$ -	\$ 4,400
Substance Abuse Treatment	\$ 8,200	\$ 25,800	\$ 34,000
Daily Living Expenses (Laundry, Clothes, Cleaning Supplies, Representative Payee Services, Transportation, On-Site Food Pantry Access)	\$ 2,200	\$ 2,200	\$ 4,400
Medication & Medical Co-Pays	\$ 1,480	\$ 1,480	\$ 2,960
<b>C. SUBTOTALS:</b>	<b>\$ 29,480</b>	<b>\$ 29,480</b>	<b>\$ 58,960</b>
<b>GRAND TOTAL (A + B + C)</b>	<b>\$ 184,506</b>	<b>\$ 184,506</b>	<b>\$ 369,012</b>

## Budget Narrative

### A. Personnel Costs

1. Includes \$45,000/year in salary for FTE Intensive Case Manager/Clinical Services Coordinators. Priority will be to hire a mid-level experience, licensed/license eligible social worker or counselor for each position.
2. A 3% cost of living increase is included in year 2.

### B. Operating Expenses

1. Front Desk Staffing – Foundation Communities maintains 24 hour a day, 7 day a week on-site staff at the front desk of each of its supportive housing communities. These staff members monitor and control access to the community for visitors and guests, respond to emergencies and contact appropriate staff/outside agencies as needed, intervene and mediate on tenant conflicts, provide basic information and referral to tenants, and document/report on incidents to property management and supportive services staff. The amount included in the budget represents approximately 50% of the total costs of salary, benefits, training, and continuing education for the front desk staff at 2 PSH communities, as well as the relief contract security services used on holidays and staff absences.
2. Local Staff Travel – Includes mileage and parking costs for travel in Travis County for 2 FTE staff at \$45 a month each. Mileage reimbursement rate is \$.555/mile.

3. Program Supplies – Includes costs for 2 laptop computers in year 1 for the 2 project staff, as well as approximately 15% of the current FC budget allocated for outreach and community building activities at the 2 PSH communities for both project years.

### C. Client Direct Assistance

1. Transitional Housing Support – For potential project participants who are initially screened for and meet FC housing eligibility criteria, transitional housing will be provided in year 1 during census build up to minimize time spent reconnecting with these individuals after initial contact and screening, expedite their entry into permanent housing, and minimize vacancy loss for units that become available and are held for project participants by the housing provider. It is assumed that not all potential participants will need transitional housing, and that some might need more than 4 weeks as they collect documentation to complete the application process and wait for units to become available. However, the average time in transitional housing is projected to be 4 weeks, or a total of 88 weeks.
2. Household Set-up – One-time costs to purchase household items for project participants moving into housing.
3. Substance Abuse Treatment – Amount represents an approximately 10% increase of current FC budget for substance abuse treatment in year 1, and a 33% increase in year 2, in the two PSH communities participating in the JRI project. This is based on the projected comparative increased need for JRI project participants compared to current FC PSH tenants. This also accounts for the census build up in year 1, and the projection that as participants settle into housing and receive outreach from supportive services staff, that more project participants will utilize more services in year 2.
4. Daily Living Expenses – Amount represents an approximately 33% increase of current FC budget for the daily living expenses in the two PSH communities for the project. This is based on the projection that JRI project participants will have an increased level of need on average compared to current FC PSH tenants. It is also projected that census build up in year 1, and decreased need based on projected client income improvement in year 2, will result in a constant amount over both years.
5. Medication & Medical Co-pays - Amount represents an approximately 33% increase of current FC budgeted direct assistance for tenant daily living expenses in the two PSH communities participating in the project. This increase is based on the projection that JRI project participants will have an increased level of need on average compared to current FC PSH tenants. It is also projected that census build up in year 1, and decreased need based on projected client income improvement in year 2, will result in a constant amount over both years.

**ATTACHMENT C**  
**INSURANCE REQUIREMENTS**

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient

to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options may be imposed as follows:

**I. General Requirements Applicable to All Contractors' Insurance.**

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

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

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

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

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

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

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

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

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

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

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

## II. Specific Requirements

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

### A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
  - \$500,000 bodily injury each accident
  - \$500,000 bodily injury by disease
  - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
  - a. Waiver of Subrogation (Form 420304)
  - b. Thirty (30) day Notice of Cancellation (Form 420601)

### B. Commercial General Liability Insurance

1. Minimum limit:
  - \$500,000\* per occurrence for coverage A and B with a
  - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:

- a. Blanket contractual liability for this Contract
  - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
- 4. a. Waiver of Subrogation (Form CG 2404)
  - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
  - c. Travis County named as additional insured (Form CG 2010)

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

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

C. Business Automobile Liability Insurance†

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

† **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

\$ 100,000/\$300,000/\$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

- 1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
- 2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is

claims made and shall contain both the retroactive date of coverage and the extended reporting dates.

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

E. Blanket Crime Policy Insurance

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

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

**ATTACHMENT D**  
**ETHICS AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 5/29/13  
Name of Affiant: Julian Huerta  
Title of Affiant: Deputy Executive Director  
Business Name of Proponent: Foundation Communities  
County of Proponent: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

[Signature]  
Signature of Affiant  
3036 S. First St. Austin TX 78704  
Address

SUBSCRIBED AND SWORN TO before me by Julian Huerta on 5/29, 2013

Manessa Jane Grady  
Notary Public, State of Texas

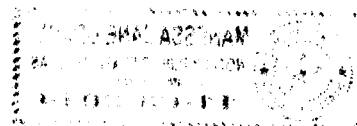


Typed or printed name of notary Manessa Jane Grady  
My commission expires: 2014

**EXHIBIT 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**April 18, 2013**

**CURRENT**

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





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

#### FORMER EMPLOYEES

Position Held	Name of Individual	Date of
<u>Expiration</u>	<u>Holding Office/Position</u>	
Executive Assistant.....	Lori Duarte.....	06/15/13
Chief Information Officer .....	Joe Harlow .....	07/31/13
County Auditor .. .....	Susan Spataro, CPA .....	08/31/13
Purchasing Agent Assistant IV.....	George R. Monnat, C.P.M., A.P.P. ....	09/26/13
Executive Assistant.....	Cheryl Aker.....	10/05/13
Purchasing Agent Assistant II .....	Jayne Rybak, CTP.....	12/14/13
Commissioner, Precinct 3 .....	Karen Huber.....	01/01/14
Executive Assistant.....	Garry Brown .....	01/01/14
Executive Assistant.....	Julie Wheeler .....	01/01/14
Executive Assistant.....	Jacob Cottingham .....	01/01/14

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

**ATTACHMENT E**

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

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

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

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

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

**Do you have or do you anticipate having subcontractors under this proposed contract? \_\_\_YES \_\_\_NO**

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

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

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

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

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

Name of Contractor

Vendor I.D. or Social Security No.

\_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative      Date

Printed/Typed Name & Title of Authorized Representative

Compliance Certification form – Grant Contracts

IMPORTANT: this completed form must be submitted with each monthly invoice



Agency: Name: Foundation Communities Program: Justice Reinvestment Initiative

Payment requested: month, 2013 Payment requested from: X TRAVIS COUNTY

The following items must be itemized in the current approved program budget, OR written prior approval by TC regarding these items must be attached to the Payment Request. (Mark any that apply to this month)

- \_\_\_ Purchase of any non-expendable property \*
\* (agency must also complete the Equipment Purchased table, below)
\_\_\_ Alteration or relocation of facilities
\_\_\_ Out of County Travel/ Conferences/ Seminars/ Training
\_\_\_ Consultant/professional services or subcontracts
\_\_\_ Budget transfers over the 10% rule per contract
\_\_\_ None of the above apply to this month
\_\_\_ Compliance with Special Conditions/ Corrective Action Plan.
\_\_\_ Overtime expenditures if any followed contract requirements
\_\_\_ Audit expenditures if any were allocated per agency funding sources per contract
\_\_\_ Annual Audit submitted by Service Agency per contract.
\_\_\_ Transfer of Funds/Budget adjustments less than 10% made by agency \*\*
\*\* ( agency must attach Budget Revision request form)

Equipment Purchased:

Table with 6 columns: Purchase Date, Item, Cost, Model Number, Serial Number, Location

Travis County Purchasing Office employee, (name) was notified of above purchases on (date)

I certify the information reported herein and attached hereto is true, correct, and complete. Please process the attached payment(s). (Certification required for processing of payment.)

Executive Director Date

For Travis County staff use only:

- \_\_\_ County funds calculated accurately ( to two decimals )
\_\_\_ County program budget not over-spent, per contract
\_\_\_ Fiscal year limitation not over-spent, per contract (75% Rule)
\_\_\_ Annual Audit submission by Service Agency per contract has been verified
\_\_\_ Compliance with Special Conditions/ Corrective Action Plan is confirmed

Attach copies of the following to this sheet and mark all that apply:

- \_\_\_ Payment Request (verified and approved)
\_\_\_ Expenditure Report (verified and approved)
\_\_\_ Budget Revision form (if applicable)
\_\_\_ Revised/ Modified Payment Request (if applicable)
\_\_\_ Any required prior approval documents

I certify the information reported herein and attached hereto is true, correct, and complete. Please process the attached payment(s). (Certification required for processing of payment.)

Travis County contract manager Date

Travis County director (or designee) Date

For TC Finance use only:

- \_\_\_ Service has been received in the HTE system
\_\_\_ Payment Request reviewed for: 1) reporting accuracy 2) expenditures verified and 3) contract compliance.
\_\_\_ Annual Audit submission by Service Agency per contract has been verified

I hereby certify that the information reported on this compliance certification form by all parties is true, correct, and complete. I understand that the legality of the payment is dependent on the accuracy of these statements. Please process the attached payment(s). (Please note, payment will not be processed without this signed certification attached to request for payment.)

(signature of Executive Manager or Director, HHS&VS Administrative Services Division) Date

Grant Approval (County Auditor) Date

**Travis County Grant Contract**  
**PAYMENT REQUEST**

Invoice Number: **IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice****SECTION I - CURRENT PAYMENT DATA**

Agency	Program	Month/Year
Name: Foundation Communities	Justice Reinvestment Initiative	
Address	Contract Term	<b>PAYMENT REQUEST AMOUNT</b>
City, State, Zip	May 1, 2013 - April 30, 2014	<b>\$0.00</b>
Phone number		

**SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY**

Item	Grant Funds
1. Grant Funded Program Budget	<b>\$369,012.00</b>
2. Previous Payments Requested	<b>\$0.00</b>
3. AMOUNT OF THIS PAYMENT REQUEST	<b>\$0.00</b>
4. Total Payments Requested (Item 2 plus Item 3)	<b>\$0.00</b>
5. Balance (Item 1, minus Item 4)	<b>\$369,012.00</b>

**SECTION III - CERTIFICATION (Must be completed by Contractor)**

I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.

Preparer's Signature	Title	Date
Authorized Signature	Title	Date

**SECTION IV - PAYMENT APPROVAL - (TRAVIS CO. Staff)**

Contract Manager's Signature	Name and Title	Date

**SECTION V - PAYMENT APPROVAL - (Travis County FINANCE)**

TC Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Issue Area	Vendor ID Number	Purchase Order Number

**Staff Comments:**

## TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #:

Report Period:

Agency: **Foundation Communities**  
 Agency contact: First and Last Names  
 E-mail: name@address.org

Program: **Justice Reinvestment Initiative (JRI)**  
 Phone: number, ext. Current contract term:  
 Fax: number, ext.

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Expenditures	Cumulative Expenditures	Budget Balance
<b>PERSONNEL</b>					
1	Salaries (1) - REGULAR time	91,350.00	0.00	0.00	91,350.00
2	Salaries (1) - REGULAR time	91,350.00	0.00	0.00	91,350.00
3	Salaries - OVERTIME				
4	Benefits	39,920.00	0.00	0.00	39,920.00
5	Other (Specify)	0.00	0.00	0.00	0.00
<b>A</b>	<b>SUBTOTAL - PERSONNEL</b>	<b>222,620.00</b>	<b>0.00</b>	<b>0.00</b>	<b>222,620.00</b>
<b>OPERATING EXPENSES</b>					
6	Front Desk Staffing (2)	76,000.00	0.00	0.00	76,000.00
7	Travel - Local Staff	2,160.00	0.00	0.00	2,160.00
8	Program Supplies	9,272.00	0.00	0.00	9,272.00
9	Other (specify)	0.00	0.00	0.00	0.00
<b>B</b>	<b>SUBTOTAL - OP. EXPENSES</b>	<b>87,432.00</b>	<b>0.00</b>	<b>0.00</b>	<b>87,432.00</b>
<b>DIRECT ASSISTANCE</b>					
10	Traditional Housing Support	13,200.00	0.00	0.00	13,200.00
11	Household Setup Items	4,400.00	0.00	0.00	4,400.00
12	Substance Abuse Treatment	34,000.00	0.00	0.00	34,000.00
13	Daily Living Expenses	4,400.00	0.00	0.00	4,400.00
14	Medication & Medical Co-Pays	2,960.00	0.00	0.00	2,960.00
15	Other (specify)	0.00	0.00	0.00	0.00
<b>C</b>	<b>SUBTOTAL: DIRECT ASSIST.</b>	<b>58,960.00</b>	<b>0.00</b>	<b>0.00</b>	<b>58,960.00</b>
<b>EQUIPMT./CAPITAL OUTLAY</b>					
16	List items (specify equipmt/capit.)	0.00	0.00	0.00	0.00
17		0.00	0.00	0.00	0.00
<b>D</b>	<b>SUBTOTAL - EQPMT./ CAPITAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>RECOVERED ADVANCE PAYMENTS</b>					
Note: any amounts on line E must be input as negative dollars (reimbursed)					
<b>E</b>	<b>SUBTOTAL: RECOVERED ADVANCE PAYMENTS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>18</b>	<b>TOTALS ( A+B+C+D+E )</b>	<b>369,012.00</b>	<b>0.00</b>	<b>0.00</b>	<b>369,012.00</b>
	<b>Maximums Allowable</b>	<b>369,012.00</b>			

Preparer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Travis Co. USE ONLY:</b>	
Reviewed & approved by: _____	Date: _____

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of person who has a business relationship with local governmental entity

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/07

ATTACHMENT

## ATTACHMENT G

The goals and objectives that follow are indicators by which the Travis County Justice Reinvestment Initiative will be measured. The primary objective of this initiative is to study the impact permanent supportive housing and wrap around services, including intensive case management, will have on the jail resources currently expended on the target population. For this initiative, the target population is a specific portion of the mentally ill population that is both, chronically criminally involved and chronically homeless.

The target population was identified through an analysis of county jail data. All people booked two or more times during a three year period (ending 12-31-2011) that were identified as both mentally ill and reporting chronic homelessness were identified. A list of 107 of the individuals with the highest jail bed day consumption was compiled. Individuals on the Target Population List were then ranked by a jail impact score, weighting frequency of arrest and jail bed days consumed.

Case managers and housing providers will identify, assess and make program placements for individuals based on their rank on the list. Once placed in housing the client will be removed from the list. The list will be updated annually and provided to consortium members.

Goal A. Reduce the use of jail resources for the mentally ill and chronically homeless population

Objective 1a (Continuum of Care)

Within **three months** of program implementation, **100%** of eligible program participants identified from the Target Population List will be assessed by the program case managers. Those identified as eligible for permanent supportive housing will continue to receive case management and wrap around services while waiting for available housing to ensure the client has the support necessary to remain stable and secure while awaiting housing.

Objective 1b (On-site)

As housing slots become available, program case managers will fill the available slots with the next highest priority client from the Target Population List. Within **one month** of housing/program availability, the next eligible client will be assessed for program participation and the housing eligibility process started.

**Objective 2**

Within one year of program implementation, 60% of program participants will have a meaningful reduction in both frequency of arrest and jail bed day consumption. In the second year of implementation, 90% of program participants will have a meaningful reduction in frequency of arrest and jail bed days consumed.

**Objective 3**

To ensure continuous service and low vacancy rate within available housing units, program case managers will actively manage the Target Population List. Individuals higher on the list choosing not to participate at this time will be maintained on the list and provided an opportunity to participate at each available point based on individual ranking. Program Case Managers will contact the Justice and Public Safety program liaison when there are only 15 individuals remaining in the top 50 so that an updated list can be provided. Otherwise, an updated list will be generated annually by way of Travis County Jail data, ranked and provided to Consortium members.

**Objective 4**

Within one year of program implementation, the number of jail admissions for program participants demonstrating poor functioning and/or psychiatric crisis will be reduced by 40%. In year two the percentage of program participants entering the jail with poor functioning or psychiatric crisis will be reduced by 80% from the baseline.

Goal B. Reduce the % of program participants for the mentally ill and chronic homeless population

**Objective 5**

Within one year of program implementation, the number of emergency room (ER) visits and ambulance transports will be reduced by 30% for the program participants. In the second year of program implementation a 60% reduction will be achieved. This objective will be measured by establishing a baseline of participant usage in the 365 and 720 days prior to program participation.





#### Objective 6

Within one year of program implementation, medical hospitalization costs will be reduced for program participants by 20%. Within the second year of program implementation a 40% reduction will be achieved. Because this target population tends to be less healthy and may have long-term medical issues, a lower target is set. Program administrators will evaluate successes at year one and may establish a higher target for year two.

Goal C: Improve housing stability among the criminally-involved, mentally ill and chronically homeless target population

#### Objective 7a (At Program Start-Up)

Within six months, 100% of available housing units will be filled with the clients identified in Objective 1a.

#### Objective 7b (Ongoing)

As new housing units become available, program participants identified in Objective 1b will have completed the eligibility process and be placed in housing within 30 days.

#### Objective 8

The program case managers will track the number and duration of housing placements. All participants in housing for at least 30 days will demonstrate a 50% reduction in annual homeless days within the first year.

Goal C: Improve medical and social stability among the mentally ill and chronically homeless population

#### Objective 9

Within one year of program implementation, 100% of program participants will participate in at least one medical, social, family, educational or therapeutic service.

#### Objective 10

Case managers will report improved social and psychiatric functioning among 80% of the clients served between the beginning and the end of their program participation.

➔ **Objective 11**

80 % of the Program participants will report improved social and psychiatric functioning between the beginning and the end of their program participation.

## PLAN TO ACHIEVE PROGRAM GOALS AND OBJECTIVES

The following outlines a plan, including data sources, how each objective will be measured, person(s) responsible and the frequency in which outcomes will be reported.

<b>Objective</b>	<b>How it will be measured</b>	<b>Frequency of Reporting</b>	<b>Responsible</b>
<b>Objective 1a</b>	Time between program initiation and client acceptance.	Program additions and drops will be reported monthly.	Program Case Managers
<b>Objective 1b</b>	Time between availability and filling of the slot.	Days available housing is vacant and/or filled should be reported with 1a/	Program Case Managers
<b>Objective 2</b>	Baseline and ongoing frequency of arrest and jail bed day consumption.	Annually	Program Case Managers are responsible for reporting participants regularly. Travis County Justice and Public Safety will measure baseline and post program participation.
<b>Objective 3</b>	Master Target Population List with participating clients	Monthly	Program Case Managers and Justice & Public Safety
<b>Objective 4</b>	Collected with Objective 2, via TRAG scores as assessed by jail psychiatric staff	Annually	Justice and Public Safety

<b>Objective 5</b>	Participant lists and Indigent Community Care Data. (Releases may need to be obtained by program participants).	Annually	Justice and Public Safety, Program Case Managers, ICC and TCSO psychiatric staff.
<b>Objective 6</b>	Same as Objective 5.		
<b>Objective 7a</b>	Measured from Objective 1a	Monthly	Program Case Managers
<b>Objective 7b</b>	Measured from Objective 1b	Monthly	Program Case Managers
<b>Objective 8</b>	Master list	Annually	Program Case Managers
<b>Objective 9</b>	Master list	Annually	Program Case Managers
<b>Objective 10</b>	Survey of each participant	Annually or upon discharge	Program Case Managers
<b>Objective 11</b>	Participant Survey	Annually or upon discharge	Program Case Managers

	Program Year 1	Program Year 2	Program Total	BJA Contribution	Arnold Foundation Contribution	HATC Contribution
<b>A. PERSONNEL (2 FTE Case Managers)</b>						
Salaries (2 FTEs @ \$45,000 salary/year; 3% cost of living/merit increase in year 2)	\$90,000	\$92,700	\$182,700	\$113,688*	\$69,012**	N/A
Benefits + Payroll Taxes (3% increase in year 2)	\$19,526	\$20,394	\$39,920	\$39,920	N/A	N/A
<b>SUBTOTALS</b>	\$109,526	\$113,094	\$222,620	\$153,608	\$69,012	N/A
<b>B. OPERATING EXPENSES</b>						
Front Desk Staffing (17% of 24/7 Operations @ 2 properties)	\$38,000	\$38,000	\$76,000	\$76,000	N/A	N/A
Local Staff Travel (\$45/month x 2 staff x 12 months)	\$1,080	\$1,080	\$2,160	\$2,160	N/A	N/A
Program Supplies (2 computers in year 1)	\$6,420	\$2,852	\$9,272	\$9,272	N/A	N/A
<b>SUBTOTALS</b>	\$45,500	\$41,932	\$87,432	\$87,432	N/A	N/A
<b>C. CLIENT DIRECT ASSISTANCE</b>						
PSH Vouchers (22 clients X 12 months)	\$82,800	N/A	\$82,800	N/A	N/A	\$82,800
Transitional Housing Support (\$150/week X 4 weeks X 22 clients)	\$13,200	N/A	\$13,200	\$13,200	N/A	N/A
Household Set-up Items (\$200 x 22 clients)	\$4,400	N/A	\$4,400	\$4,400	N/A	N/A

Substance Abuse Treatment	\$8,200	\$25,800	\$34,000	\$34,000	\$34,000	N/A	N/A
Daily Living Expenses (Laundry, Clothes, Cleaning Supplies, Representative Payee Services, Transportation, On-Site Food Pantry Access)	\$2,200	\$2,200	\$4,400	\$4,400	\$4,400	N/A	N/A
Medication and Medical Co-Pays	\$1,480	\$1,480	\$2,960	\$2,960	\$2,960	N/A	N/A
<b>SUBTOTALS</b>	\$112,280	\$29,480	\$141,760	\$141,760	\$58,960	N/A	\$82,800
<b>GRAND TOTALS</b>	\$267,306	\$184,506	\$451,812	\$451,812	\$300,000	\$69,012	\$82,800

\* This amount funds .47 FTE in Year 1 and 2.0 FTE in Year 2.

\*\* This amount funds 1.53 FTE in Year 1.



OMB APPROVAL NO. 1121-0140

### STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
  - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Date

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS  
AND  
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;



- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
- (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice  
Office of Justice Programs  
ATTN: Control Desk  
810 Seventh Street, N.W.,  
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check \_\_\_ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check \_\_\_ if the State has elected to complete OJP Form 4061/7.

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**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice  
Office of Justice Programs  
ATTN: Control Desk  
810 Seventh Street, N.W.,  
Washington, D.C. 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

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2. Application Number and/or Project Name:

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3. Grantee IRS/Vendor Number \_\_\_\_\_

4. Type/Print Name and Title of Authorized Representative

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5. Signature

6. Date

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.  
OFFICE OF JUSTICE PROGRAMS BJA NIJ OJJDP BJS OVC

**Foundation Communities**

**SM059067**

Year 4 Workplan (September 30, 2012 – September 29, 2013)

<b>GOAL 1: Increase chronically homeless unaccompanied adults' access to the mental health and substance abuse treatment services they need in Travis County</b>			
<b>MILESTONES:</b>	<b>PERSON(S) RESPONSIBLE</b>	<b>TIMELINE</b>	<b>OUTCOMES RESULTS</b>
1.1 No fewer than 90% of homeless adults who apply or are referred to become participants in the project will receive a comprehensive behavioral health assessment by the project's qualified behavioral health professionals within one week of their application or referral	<i>Intensive Case Manger Psychiatrist LCSW/Counselor</i>	<i>Ongoing</i>	100%
1.2 No fewer than 80% of unaccompanied homeless adults experiencing a behavioral health crisis at the time of their application or behavioral health assessment will be immediately enrolled in the project and provided with appropriate mental health or substance abuse crisis management and/or treatment services by project staff.	<i>Intensive Case Manger Psychiatrist LCSW/Counselor</i>	<i>Ongoing</i>	100%
1.3 No fewer than 100% of unaccompanied homeless adults who receive a behavioral health assessment will receive their assessment results within one week of the assessment.	<i>Intensive Case Manger Psychiatrist LCSW</i>	<i>Ongoing</i>	100%
1.4. No fewer than 75% of unaccompanied homeless adults diagnosed in the project's	<i>Intensive Case Manger</i>	<i>Ongoing</i>	N/A. All were already housed at Foundation Communities

<p>assessment process or otherwise documented as having serious mental health conditions or co-occurring mental health and substance abuse conditions will be offered supportive housing (if they are not housed at the time of assessment) in a project housing site and enrolled in the project's supportive behavioral health services component within one week of application (based on availability of units and qualifying criteria).</p> <p>1.5: No fewer than 90% of unaccompanied homeless adults enrolled in the supportive behavioral health services component of the project will participate with qualified behavioral health professionals in the development of an individualized behavioral health service (treatment) plan within two weeks of admission to the project.</p> <p>1.6: No fewer than 90% of unaccompanied homeless adults enrolled in the project who require psychotropic medications to manage their behavioral health condition(s) will receive these medications within one week of being diagnosed and receiving a prescription for them from a qualified medical professional</p> <p>1.7: No fewer than 90% of unaccompanied homeless adults enrolled in the project will be provided with regular (no less than weekly) access to all behavioral health supports specified on their treatment plan.</p>	<p><i>Intensive Case Manger Psychiatrist Counselor Nurse</i></p> <p><i>Intensive Case Manger Psychiatrist Nurse</i></p> <p><i>Intensive Case Manger Psychiatrist LCSW/Therapist</i></p>	<p><i>Ongoing</i></p> <p><i>Ongoing</i></p> <p><i>Ongoing</i></p>	<p>100%</p> <p>100%</p> <p>100%</p>
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<i>GOAL 2: Improve the availability of mental health and substance abuse treatment services for chronically homeless unaccompanied adults in Travis County.</i>			
	<b>PERSON(S) RESPONSIBLE</b>	<b>TIMELINE</b>	<b>ACTIVITIES</b>
<b>MILESTONE:</b>			
2.1: No fewer than 90% of consumers who require crisis care during their period of project enrollment receive care that effectively addresses their crises.	<i>Intensive Case Manger Psychiatrist Counselor Nurse</i>	<i>Ongoing</i>	100% based on face-to-face client interviews.
2.2: No fewer than 85% of consumers who receive crisis care from the project are satisfied with this care.	<i>Evaluator</i>	<i>Ongoing</i>	100% based on face-to-face client interviews.
2.3: No fewer than 90% of consumers who require mental health treatment during their period of project enrollment receive mental health treatment services that meet their needs during the project period.	<i>Intensive Case Manger Psychiatrist Counselor Nurse Evaluator</i>	<i>Ongoing</i>	98% based on face-to-face client interviews, and NOMs Discharge Assessments

<p>2.4. No fewer than 85% of consumers who receive mental health treatment from the project are satisfied with this treatment during the project period.</p> <p>2.5: No fewer than 90% of consumers who require substance abuse treatment during their period of project enrollment receive substance abuse treatment services that meet their needs during the project period.</p> <p>2.6. No fewer than 85% of consumers who receive substance abuse treatment from the project are satisfied with this treatment during the project period.</p>	<p><i>Evaluator</i></p> <p><i>Intensive Case Manger Psychiatrist Counselor Nurse Evaluator</i></p> <p><i>Evaluator</i></p>	<p><i>Ongoing</i></p> <p><i>Ongoing</i></p> <p><i>Ongoing</i></p>	<p>98% based on face-to-face client interviews, and NOMs Discharge Assessments</p> <p>100% based on face-to-face client interviews, and NOMs Discharge Assessments</p> <p>100% based on face-to-face client interviews, and NOMs Discharge Assessments</p>
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<p><b>GOAL 3: Stabilize and improve the lives of chronically homeless unaccompanied adults in Travis County.</b></p>		
	<p><b>PERSON(S) RESPONSIBLE</b></p>	<p><b>TIMELINE</b></p>
		<p><b>ACTIVITIES</b></p>

<p>3.1: No fewer than 90% of consumers enrolled in the project maintain their supportive housing for the minimum length of time specified in their treatment plans.</p> <p>3.2: No fewer than 75% of consumers who leave supportive housing during the project period achieve a positive transition from supportive housing to their next housing arrangement.</p> <p>3.3: No fewer than 75% of consumers for whom vocational training or employment is a treatment goal achieve this goal during the project period.</p> <p>3.4: At least 50% of consumers for whom self-sufficiency is a treatment goal increase their incomes by 15% or more during the project period.</p> <p>3.5: At least 50% of consumers for whom sobriety or becoming drug-free is a goal achieve and maintain this goal for at least 6 months during the project period.</p> <p>3.6: At least 50% of consumers for whom improving social relationships is a goal develop and maintain at least one social relationship for at least 3 months during the project period.</p>	<p><i>Intensive Case Manager</i></p> <p><i>Intensive Case Manager</i></p> <p><i>Intensive Case Manger</i></p> <p><i>Intensive Case Manager</i></p> <p><i>Intensive Case Manager</i> <i>Peer Recovery Coach</i></p> <p><i>Intensive Case Manager</i></p>	<p><i>Ongoing</i></p> <p><i>Ongoing</i></p> <p><i>Ongoing</i></p> <p><i>Ongoing</i></p> <p><i>Ongoing</i></p> <p><i>Ongoing</i></p>	<p>97%</p> <p>Too few Program Discharges have left supportive housing to make any meaningful assessment of this objective at this time.</p> <p>66% of program discharges achieved this goal</p> <p>86% of program discharges achieved this goal</p> <p>Nine have this as an objective; 7 have achieved it, 2 have not.</p> <p>91%</p>
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<p>3.7: No fewer than 80% of consumers who are prescribed psychotropic medications become "medication compliant" during the project period.</p> <p>3.8: By the end of the project period, at least 50% of consumers who actively participate in the project for at least two years successfully exit chronic homelessness.</p>	<p><i>Intensive Case Manger Psychiatrist Nurse</i></p> <p>N/A</p>	<p><i>Ongoing</i></p>	<p>91%</p> <p>N/A</p>
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**GOAL 4:** *Expand chronically homeless unaccompanied adults' social support networks.*

MILESTONE	PERSON(S) RESPONSIBLE	TIMELINE	ACTIVITIES
<p>4.1: At least 65% of consumers achieve improved psychological, occupational and social functioning evidenced by an improved score on the <i>Global Assessment of Functioning (GAF)</i> scale comprising Axis V of their DSM-IV diagnosis during the project period.</p>	<p><i>Intensive Case Manager Psychiatrist Counselor</i></p>	<p><i>Ongoing</i></p>	<p><i>N/A Will be assessed in Spring 2013.</i></p>
<p>4.2: At least 50% of consumers who have family and friends from whom they have become disconnected or estranged re-establish at least one pre-existing relationship during the project period.</p>	<p><i>Intensive Case Manager</i></p>	<p><i>Ongoing</i></p>	<p><i>93%</i></p>
<p>4.3: At least 50% of consumers establish or at least one new social relationship during the project period.</p>	<p><i>Intensive Case Manager</i></p>	<p><i>Ongoing</i></p>	<p><i>97%</i></p>

**GOAL 5: Connect chronically homeless unaccompanied adults to the local physical health, legal, employment, vocational training,**

Foundation Communities - SM059067

<i>transportation and other resources they need in Travis County.</i>			
<b>MILESTONE:</b>	<b>PERSON(S) RESPONSIBLE</b>	<b>TIMELINE</b>	<b>ACTIVITIES</b>
5.1: At least 85% of consumers who have physical health needs are connected to and use local medical resources to meet these needs during the project period.	<i>Intensive Case Manager Integrated Care Team</i>	<i>Ongoing</i>	<i>100%</i>
5.2: At least 75% of consumers who have legal needs are connected to and use local legal resources to meet these needs during the project period.	<i>Intensive Case Manager</i>	<i>Ongoing</i>	<i>100%</i>
5.2: At least 75% of consumers who have vocational training and/or employment needs are connected to and use local resources to meet these needs during the project period.	<i>Intensive Case Manager</i>	<i>Ongoing</i>	<i>82%</i>
5.3: At least 50% of consumers with other health, social, emotional, spiritual, educational or other needs identified on their treatment plan are connected to and use local resources to meet these needs during the project period.	<i>Intensive Case Manager</i>	<i>Ongoing</i>	<i>100%</i>

**GOAL 6:** *Improve and expand the local continuum of care for chronically homeless unaccompanied adults in Travis County.*

MILESTONE	PERSON(S) RESPONSIBLE	TIMELINE	ACTIVITIES
6.1: Increase the number of local agencies collaborating in planning, delivering and evaluating services for the project's consumers by at least one provider each year during the project period.	Project Director	Ongoing	Will be assessed in Spring 2013
6.2: Increase the amount of non-federal funds invested in the project by at least 10% over the project period.	Project Director	Ongoing	Will be assessed in Spring 2013

GOAL 7: Identify how/if program activities are having desired outcomes			
	PERSON(S) RESPONSIBLE	TIMELINE	ACTIVITIES
7.1 Conduct an outcome evaluation	Evaluator	02/13 – 04/13	<ol style="list-style-type: none"> <li>1. Interviews</li> <li>2. File Review</li> <li>3. NOMS Review</li> <li>4. Collect Data</li> <li>5. Analyze Data</li> </ol>
7.2 Conduct a process evaluation	Evaluator	6/13 – 9/13	<ol style="list-style-type: none"> <li>1. Interviews</li> <li>2. File Review</li> <li>3. NOMS Review</li> <li>4. Collect Data</li> <li>5. Analyze Data</li> </ol>

Selected Grant Year: Current Grant Year  
 Goal Approval Status: Approved and Unapproved Goals  
 Data entered as of: December 10, 2012 7:11 AM EST

**Program=SSH**

Grant ID	Grant Information	Previous Grant Year Consumers Served	Previous Grant Year Annual Goal	Previous Grant Year Rate	Current Grant Year Consumers Served	Current Grant Year Annual Goal	Current Grant Year Rate	Cumulative To Date Consumers Served	Cumulative To Date Goal	Cumulative To Date Rate
SM59067	Foundation Communities Austin, TX 09/30/2009-09/29/2014	66	32	206.30%	36	32	112.50%	112	103	108.70%
	Total Grants: 1	66	32	206.30%	36	32	112.50%	112	103	108.70%
	Program Summary: 62	5548	3183	172.00%	3528	2840	117.10%	8151	8774	92.90%

Services Outcome Measures

Program(s): SSH

Grant(s): All Available Grants

Selected Period: All FFY Combined, FFY Quarter: All, Selected Interviews: From Baseline to 1st 6-Month Reassessment Interview,

Grant Status: Active grants only, Data Collection Status: Assessments conducted in window only

Data entered as of: December 10, 2012 7:10 AM EST

National Outcome Measures (NOMs)	Number of Valid Cases	Positive at Baseline	Positive at Second Interview	Outcome Improved	Outcome Remained Positive	Outcome Improved or Remained Positive
Functioning: Were healthy overall	67	37.30%	59.70%	34.30%	25.40%	59.70%
Functioning: Were functioning in everyday life	67	29.90%	55.20%	74.60%	20.90%	77.60%
Functioning: No serious psychological distress	67	49.30%	76.10%	34.30%	41.80%	76.10%
Functioning: Were never using illegal substances	67	73.10%	88.10%	17.90%	70.10%	88.10%
Functioning: Were not using tobacco products	67	47.80%	46.30%	3.00%	43.30%	46.30%
Functioning: Were not binge drinking	67	77.60%	85.10%	11.90%	73.10%	85.10%
Retention: Retained in the Community	67	95.50%	94.00%	4.50%	89.60%	94.00%

National Outcome Measures (NOMs)	Number of Valid Cases	Positive at Baseline	Positive at Second Interview	Outcome Improved	Outcome Remained Positive	Outcome Improved or Remained
Stability in Housing: had a stable place to live in the community	67	95.50%	97.00%	4.50%	92.50%	97.00%
Education and Employment: were attending school regularly and/or currently employed/retired	67	16.40%	22.40%	9.00%	13.40%	22.40%
Crime and Criminal Justice: had no involvement with the criminal justice system	67	100.00%	100.00%	0.00%	100.00%	100.00%
Perception of Care: client perception of care	67	N/A	97.00%	N/A	N/A	N/A
Social Connectedness: were socially connected	67	50.70%	65.70%	55.20%	46.30%	86.60%

**SUBAWARD AGREEMENT  
BETWEEN THE CENTER FOR EFFECTIVE PUBLIC POLICY AND  
TRAVIS COUNTY, TEXAS**

**March 1, 2013 – February 28, 2015**

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This constitutes the agreement between the Center for Effective Public Policy (the Center) and Travis County, Texas (Travis County) regarding the responsibilities of each in their roles as recipient and subawardee under the Criminal Justice Improvement and Recidivism Reduction through State, Local and Tribal Justice Reinvestment: Category 3: Local and Tribal Justice Reinvestment Program Implementation, Cooperative Agreement #2010-RR-BX-K069, funded by the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA).

1. *Subaward Documents:* This subaward agreement shall consist of this agreement and 8 attachments, incorporated by reference into this agreement.
  - a) Attachment 1 contains the budget detail worksheet submitted as part of Travis County's request to BJA for funding in the amount of \$300,000 as well as the budget outlining all funds to be used for Travis County Justice Reinvestment Initiative: Phase II Strategies.
  - b) Attachment 2 contains information on applicable federal regulations and grant award special conditions.
  - c) Attachment 3 is an electronic funds transfer (EFT) approval form and instructions for its completion.
  - d) Attachment 4 is a copy of the OJP Financial Status Report (FFS-425) and instructions for its completion.
  - e) Attachment 5 contains Certifications by Travis County and instructions for completion.
  - f) Attachment 6 is a copy of the Justice Reinvestment Initiative: Phase II Strategies worksheet, the required quarterly progress report form and instructions for its completion.
  - g) Attachment 7 is a copy of a Subawardee Drawdown Request form and instructions for its completion.
  - h) Attachment 8 contains administrative requirements for subcontracting the activities authorized under this agreement to a subcontractor.
  
2. *Scope of Work:* As part of Travis County's management of this funding, and its involvement in the JRI initiative, Travis County, through its Justice & Public Safety Division, will:
  - a) Conform with federal administrative agreement for subrecipients referenced in the Office of the Chief Financial Officer (OCFO) Financial Guide available in electronic form at: <http://www.ojp.usdoj.gov/financialguide/toc.htm>.
  - b) Continue its efforts to support the Community Consortium and its implementation plan for Phase II of the JRI Initiative.
  - c) Support and facilitate a feasible referral process for targeting the homeless population having the greatest impact on the criminal justice system—and work to facilitate a consensus among Community Consortium members to support this process.
  - d) Involve all necessary agencies in the effort and keep representatives informed and knowledgeable about the vision and goals for the effort.



- e) Work with the Community Consortium and outside evaluators to establish performance indicators to measure the effectiveness of the effort.
- f) Engage the community and other stakeholders as appropriate.
- g) Conduct progress reporting, data collection and analysis to inform planning, implementation and evaluation. See section 7 below for additional requirements.
- h) Develop a plan for sustaining the effort beyond the grant period, documenting outcomes and potential savings, and working to develop a consensus among the Community Consortium as to possible reinvestment of savings resulting from lowered use of jail capacity and other criminal justice and health resources by the target population.
- i) Facilitate access to housing vouchers supplied by the Housing Authority of Travis County (HATC) for the population participating in the pilot.
- j) Oversee the contracting of funds to Foundation Communities as the identified service organization to provide case management and other services.
- k) Ensure that Foundation Communities carries out specific tasks as outlined in the budget and complies with requirements passed down to Travis County as a result of the use of federal funds (including compliance regarding allowable expenses such as travel) and:
  - i. Employs two case managers to oversee the provision of human and social service assistance to 22 individuals identified to participate in this pilot program.
  - ii. Provides direct client assistance to include intensive case management that will provide access to housing stability support services, individualized treatment planning, primary medical care, psychiatric assistance, licensed psychotherapy, employment readiness support, application assistance for mainstream benefits, health and wellness programming and education, community building and outreach/engagement services. A portion of the budget will also support transitional housing financial support, household set-up expenses, substance abuse treatment, medication and medical co-pays, and daily living expenses (i.e., laundry, clothing, cleaning supplies, representative payee services, transportation, on-site food pantry access) for 22 program participants. Case management services will also be directed toward assisting program participants in the use of housing vouchers provided by the Housing Authority of Travis County to access permanent housing in which supportive services will continue.
  - iii. Ensures adequate operational support such as appropriate staffing levels, procurement guidelines for the acquisition of program supplies, and travel requirements in accordance with funding protocols.
  - iv. *Complies with Travis County and Other Required Financial and Progress Reporting Procedures.* Travis County will enforce and ensure that Foundation Communities follows the statutes and procedures for progress and financial reporting. Additionally, Travis County will require Foundation Communities to report on a quarterly basis the information needed to complete the Justice Reinvestment Initiative: Phase II Strategies worksheet.

Travis County staff designated for the administration and oversight of these funds include Cathy McLaugherty ([Cathy.McLaugherty@co.travis.tx.us](mailto:Cathy.McLaugherty@co.travis.tx.us)), who will provide programmatic oversight, and Nicki Riley ([Nicki.Riley@co.travis.tx.us](mailto:Nicki.Riley@co.travis.tx.us)), who will provide fiscal oversight.

3. *Subaward Amount:* \$300,000.

4. *Subaward Period:* This agreement covers the period from March 1, 2013 – February 28, 2015.

5. *State-Non-Profit Certification:* Travis County certifies that the County is not prohibited by local or state regulations from accepting funding from a non-profit organization.
6. *Alterations:* Any alterations to this agreement or future amendments must be submitted in writing to and approved by the Center and the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.
7. *Progress Reports:* Travis County is required to file quarterly progress reports to the Center with information regarding its progress using the Justice Reinvestment Initiative: Phase II Strategies worksheet provided with this agreement. Travis County agrees to work with the Center and Urban Institute, its outside evaluator, to tailor the Justice Reinvestment Initiative: Phase II Strategies worksheet to capture the activities and outcome measures funded under this agreement before the initial progress report is due. Progress reports should include a recap of activities performed over the previous ninety (90) days and a summary of any unexpected outcomes or complications in the delivery of services. In order to meet BJA's reporting deadlines, Travis County will submit progress reports to be received by the Center no later than the 5<sup>th</sup> day of each month to cover the periods noted below:

<u>Reporting Period</u>	<u>Due Date</u>
First Quarter (January 1-March 31)	April 5
Second Quarter (April 1-June 30)	July 5
Third Quarter (July 1-September 30)	October 5
Fourth Quarter (October 1-December 31)	January 5

The Center will not process payment requests if progress reports have not been submitted on schedule. Progress reports may be delivered via email to [sfogg@cepp.com](mailto:sfogg@cepp.com) or via regular mail to:

Stevyn Fogg  
 Senior Associate  
 Center for Effective Public Policy  
 8403 Colesville Road  
 Suite 720  
 Silver Spring, MD 20910

Travis County also agrees to provide the Center with information regarding its progress as necessary to inform the Center in the completion of the Center's quarterly TTARS and semi-annual GMS reporting requirements.

8. *Payment:* Travis County shall submit requests for advances or reimbursement of expenses incurred. Travis County will:
  - a) At least 12 days prior to a first request for advance or reimbursement, submit a completed electronic funds transfer (EFT) form as shown in Attachment 3 to initiate authorization for transfer of funds under this agreement.
  - b) Provide detail through the use of the Subawardee Drawdown Request along with any additional attachments and include an authorizing signature (e-signatures accepted). See Attachment 7.

Requests for payment may be submitted as necessary or at a minimum of every thirty (30) days. The Center will render payment within fifteen (15) days of receipt of the invoice unless authorized to withhold payment under another section of this agreement. Requests for payment shall be delivered via email to amann@cepp.com or via regular mail to:

Anke Mann  
Accounting Manager  
Center for Effective Public Policy  
8403 Colesville Road, Suite 720  
Silver Spring, MD 20910

9. *Implementation of the Subaward:* This Subaward shall be implemented on 3 / 1 / 2013.

As the direct recipient of funds under this grant, the Center is responsible for the management of the grant and is ultimately responsible for ensuring compliance with all federal requirements. Travis County will cooperate with the Center in achieving compliance with the specific terms and conditions of the award, as well as the other terms and conditions specified in this agreement.

10. *Execution of Subaward:*

Execution of this subaward is contingent upon the approval by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance of a "no-cost extension" Grant Adjustment Notice (GAN) for Grant Number 2010-RR-BX-K069. Approval of the GAN (which would extend the end date of the grant from April 30, 2013 to February 28, 2015) is currently pending. Should the Center's request for a no-cost extension be disallowed, this subaward will be considered null and void. Travis County is prohibited from disbursing funds under this subaward until formal written notice of approval of the no-cost extension has been supplied by the Center.

Samuel T. Biscoe, Judge  
Travis County Commissioners Court

2-19-13  
Date

Roger Jeffries, County Executive  
Travis County Justice & Public Safety Division

2-13-13  
Date

Peggy Burke, Principal  
Center for Effective Public Policy

2-25-13  
Date

**Attachment 1****Budgets**

**Instructions:** Please review and initial where indicated on each page of this attachment.

The attached Budget Detail Worksheet prepared and submitted by Travis County contains the BJA-approved description of budgeted funds under this subaward agreement. Travis County is authorized under this agreement to transfer 10% of category totals without prior approval of the Center. Expenditures that require transfer or shifting funds by more than 10% of the categorical subtotal will require prior approval by the Center.

A second budget outlines the line items within the subcontract budget which the JRI funds will support. It also provides information, by line item, regarding the private Arnold Foundation funding and housing voucher funding to be provided by the Housing Authority of Travis County; all of which will support the JRI efforts directed at creating permanent, supportive housing for the target population that constitutes the Justice Reinvestment Initiative: Phase II Strategies.

# Budget Detail Worksheet

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

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

Name/Position	Computation	Cost
Position 1, each position entry limited to one line		
Position 2		
Position 3		
Position 4		
Position 5		
Position 6		

**SUB-TOTAL \$0.00**

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

Name/Position	Computation	Cost
Fringe benefit 1, each benefit entry is limited to one line		
Fringe benefit 2		
Fringe benefit 3		
Fringe benefit 4		
Fringe benefit 5		

**SUB-TOTAL \$0.00**

**Total Personnel & Fringe Benefits \$0.00**

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

Purpose of Travel	Location	Item	Computation	Cost
Travel entry 1, two lines per entry				
Travel entry 2				
Travel entry 3				
Travel entry 4				
Travel entry 5				
Travel entry 6				
Travel entry 7				
<b>TOTAL</b>				\$0.00

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

Item	Computation	Cost
Equipment entry 1, one line per entry		
equipment entry 2		
equipment entry 3		
equipment entry 4		
equipment entry 5		
<b>TOTAL</b>		\$0.00

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

Supply Items	Computation	Cost
Supply item 1, one line per entry		
supply item 2		
supply item 3		
supply item 4		
supply item 5		
supply item 6		
supply item 7		
supply item 8		
supply item 9		
<b>TOTAL</b>		<b>\$0.00</b>

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

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

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

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

Name of Consultant	Service Provided	Computation	Cost
Supply item 1, one line per entry	maximum of three lines		
Supply item 1, one line per entry			
Supply item 1, one line per entry			
Supply item 1, one line per entry			
<i>Subtotal</i>			\$0.00

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

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

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

Item	Cost	
	\$0.00	
Case management; support services (medication; substance abuse treatment; household set-up expenses; daily living expenses); and operating expenses.	\$300,000.00	
<i>Subtotal</i>		\$300,000.00
<b>TOTAL</b>		\$300,000.00



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

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

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

Description	Computation	Cost
one line per entry		
one line per entry		
<b>TOTAL</b>		\$0.00

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

<b>Budget Category</b>	<b>Amount</b>
<b>A. Personnel</b>	<u>\$0.00</u>
<b>B. Fringe Benefits</b>	<u>\$0.00</u>
<b>C. Travel</b>	<u>\$0.00</u>
<b>D. Equipment</b>	<u>\$0.00</u>
<b>E. Supplies</b>	<u>\$0.00</u>
<b>F. Construction</b>	<u>\$0.00</u>
<b>G. Consultants/Contracts</b>	<u>\$300,000.00</u>
<b>H. Other</b>	<u>\$0.00</u>
<b>Total Direct Costs</b>	<u>\$300,000.00</u>
<b>I. Indirect Costs</b>	<u>\$0.00</u>
<b>TOTAL PROJECT COSTS</b>	<u>\$300,000.00</u>
<b>Federal Request</b>	<u>\$300,000.00</u>
<b>Non-Federal Amount</b>	<u>\$151,812.00</u>

	Program Year 1	Program Year 2
<b>A. PERSONNEL (2 FTE Case Managers)</b>		
Salaries (2 FTEs @ \$45,000 salary/year; 3% cost of living/merit increase in year 2)	\$90,000	\$92,700
Benefits + Payroll Taxes (3% increase in year 2)	\$19,526	\$20,394
<b>SUBTOTALS</b>	<b>\$109,526</b>	<b>\$113,094</b>
<b>B. OPERATING EXPENSES</b>		
Front Desk Staffing (17% of 24/7 Operations @ 2 properties)	\$38,000	\$38,000
Local Staff Travel (\$45/month x 2 staff x 12 months)	\$1,080	\$1,080
Program Supplies (2 computers in year 1)	\$6,420	\$2,852
<b>SUBTOTALS</b>	<b>\$45,500</b>	<b>\$41,932</b>
<b>C. CLIENT DIRECT ASSISTANCE</b>		
PSH Vouchers (22 clients X 12 months)	\$82,800	N/A
Transitional Housing Support (\$150/week X 4 weeks X 22 clients)	\$13,200	N/A
Household Set-up Items (\$200 x 22 clients)	\$4,400	N/A
Substance Abuse Treatment	\$8,200	\$25,800
Daily Living Expenses (Laundry, Clothes, Cleaning Supplies, Representative Payee Services, Transportation, On-Site Food Pantry Access)	\$2,200	\$2,200
Medication and Medical Co-Pays	\$1,480	\$1,480
<b>SUBTOTALS</b>	<b>\$112,280</b>	<b>\$29,480</b>
<b>GRAND TOTALS</b>	<b>\$267,306</b>	<b>\$184,506</b>

\* This amount funds .47 FTE in Year 1 and 2.0 FTE in Year 2.

\*\* This amount funds 1.53 FTE in Year 1.

Program Total	BJA Contribution	Arnold Foundation Contribution	HATC Contribution
\$182,700	\$113,688*	\$69,012**	N/A
\$39,920	\$39,920	N/A	N/A
\$222,620	\$153,608	\$69,012	N/A
\$76,000	\$76,000	N/A	N/A
\$2,160	\$2,160	N/A	N/A
\$9,272	\$9,272	N/A	N/A
\$87,432	\$87,432	N/A	N/A
\$82,800	N/A	N/A	\$82,800
\$13,200	\$13,200	N/A	N/A
\$4,400	\$4,400	N/A	N/A
\$34,000	\$34,000	N/A	N/A
\$4,400	\$4,400	N/A	N/A
\$2,960	\$2,960	N/A	N/A
\$141,760	\$58,960	N/A	\$82,800
\$451,812	\$300,000	\$69,012	\$82,800

## Attachment 2

### Federal Regulations

**Instructions:** Please review and initial where indicated on each page of this attachment.

As subawardees of funds under this agreement, Travis County is subject to and agrees to abide by:

1. *OMB Circulars/Code of Federal Regulations:* The requirements of all applicable OMB Circulars/Code of Federal Regulations, including Title 2 CFR, Part 215 formerly known as OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements With Institutions of High Education, Hospitals, and Other Non-Profit Organizations;" OMB Circular A-122, "Cost Principles for Non-Profit Organizations;" Uniform Administrative Requirements known as "common rule;" OMB Code Title CFR, Part 225, "Cost Principles for State or Local Unit of Government, or Tribal Organization;" and OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations."
2. The financial and administrative requirements set forth in the current edition of the OJP Grant Guidelines as outlined in the Office of the Chief Financial Officer (OCFO) Financial Guide along with information for obtaining assistance is available at <http://www.ojp.usdoj.gov/financialguide/toc.htm>.
3. All federal statutes, regulations, policies, guidelines, and requirements that govern the application, acceptance, and use of federal funds for this federally assisted project.
4. *Financial Status Reporting:* Travis County is required to submit a quarterly Financial Status Report to the Center, using the form (FFS-425) attached to this agreement along with instructions for its completion. Financial Status Reports are due no later than 15 days following the end of the calendar quarter for which reporting is due. In order to meet BJA's reporting deadlines, Travis County will submit financial status reports to be received by the Center no later than the 5<sup>th</sup> day of each month to cover the periods noted below:

<u>Reporting Period</u>	<u>Due Date</u>
First Quarter (January 1-March 31)	April 5
Second Quarter (April 1-June 30)	July 5
Third Quarter (July 1-September 30)	October 5
Fourth Quarter (October 1-December 31)	January 5

The Center will not process payment requests if Financial Status Reports have not been submitted on schedule. Financial Status Reports may be delivered via email to [amann@cepp.com](mailto:amann@cepp.com), or via regular mail to:

Anke Mann  
Accounting Manager  
Center for Effective Public Policy  
8403 Colesville Road  
Suite 720  
Silver Spring, MD 20910

Initial here: 

5. *Financial Records:* Travis County agrees to maintain accurate records of all costs incurred in the performance of this work and agrees to allow the Center and BJA, and their duly appointed representatives, reasonable access to their records to verify the validity of the expenses reimbursed under this agreement. Travis County agrees to maintain their financial records, supporting documents, and other information pertaining to this agreement for a period of three (3) years from the end date of this agreement.

To comply with federal regulations, Travis County agrees to maintain a financial management system that provides accurate, current, and complete disclosure of the financial status of the sub-award. This means the financial system must be capable of generating regular financial status reports which indicate the dollar amount allocated for the award (including any budget revisions), the amount obligated, and the amount expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts.

Accounting records must be supported by source documentation. Invoices, bills of lading, purchase vouchers, payrolls, and the like must be secured and retained for three (3) years in order to show for what purpose funds were spent. Payments should not be made without invoices and vouchers physically in hand.

6. *Audit:* Travis County agrees to conduct audits as required by OMB circulars, federal cost principles, or cost accounting standards applicable to their performance as recipients of U.S. government funds. Copies of Travis County's A-133 audits and the accompanying Auditor's Letters of Compliance will be provided to the Center no later than nine (9) months after the close of the fiscal year during the term of this agreement.

If an audit discloses findings or recommendations, Travis County agrees to include with the audit report a corrective action plan containing the following:

- a) The name and number of the contact person responsible for the corrective action plan.
- b) Specific steps to be taken to comply with the recommendations.
- c) A timetable for performance and/or implementation dates for each recommendation.
- d) Descriptions of monitoring to be conducted to ensure implementation.

Copies of Circular A-133 can be found at

[http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf).

7. *Allowable and Unallowable Costs:* Travis County agrees to follow federal regulations as put forth in applicable OMB Circulars as published by the Office of the Comptroller, Office of Justice Programs, U.S. Department of Justice, and the most current edition of the BJA Grant Guidelines, in determining allowable costs under this agreement. Travis County agrees not to use funds provided under this agreement for any cost which has been determined to be unallowable under these regulations. Reimbursement by the Center for any cost that is later determined to be unallowable does not constitute sanction by the Center for the unallowable use of these funds.

Initial here: 

8. *Indemnification*: Travis County agrees to indemnify the Center against all losses for expenses incurred by Travis County that are, or are later held to be, unallowable. Reimbursement by the Center to Travis County for such costs does not negate nor in any way nullify Travis County's responsibility under the provision.

#### Grant Special Conditions

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –

mail:

Office of the Inspector General  
 U.S. Department of Justice  
 Investigations Division  
 950 Pennsylvania Avenue, N.W.  
 Room 4706  
 Washington, DC 20530  
 e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

Initial here: 

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.
8. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
9. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier sub recipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ccr.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
10. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.
11. The recipient agrees to budget funds for one staff representative to attend BJA's Annual Training and Technical Assistance Providers' Meeting once a year for two to three (2-3) days in Washington, D.C. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.
12. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.
13. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Initial here: 



14. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
15. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit <http://www.niem.gov/implementationguide.php>.
16. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
17. Within 45 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:
  - 1) name of event;
  - 2) event dates;
  - 3) location of event;
  - 4) number of federal attendees;
  - 5) number of non-federal attendees;
  - 6) costs of event space, including rooms for break-out sessions;
  - 7) costs of audio visual services;
  - 8) other equipment costs (e.g., computer fees, telephone fees);
  - 9) costs of printing and distribution;
  - 10) costs of meals provided during the event;
  - 11) costs of refreshments provided during the event;
  - 12) costs of event planner;
  - 13) costs of event facilitators; and
  - 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV));  
and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

OJP will provide further instructions regarding the submission of this data at a later time.

18. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

19. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the *OIP Financial Guide*.
20. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
21. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

Initial here: 

22. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.


The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 14 (Rights in Data -General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement question without further authorization from the OJP program office.

23. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
24. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
25. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
26. The recipient understands and acknowledges that for purposes of this award, food and/or beverages expenses are deemed reasonable and allowable for training sessions, meetings, conferences, or other similar functions only to the extent that the 1) break or other refreshment costs, plus any hotel service costs (e.g., labor cost for room setup), do not exceed 23 percent of the current General Services Administration (GSA) Meals and Incidental Expenses (M&IE) rate per attendee per day; and 2) the cost of any individual meal, plus any hotel service costs (e.g., labor cost for room setup), does not exceed 150 percent of the GSA M&IE rate for that meal in that locality per attendee. Current GSA M&IE rate breakdown by meal and by locality can be found at <http://www.gsa.gov/portal/content/101518>.

I have read and acknowledge the information in this document.

  
 Roger Jefferies, County Executive  
 Travis County Justice & Public Safety Division

2-13-13  
 Date

Attachment 3



EFT Approval Form

Payee Information

Name	
Address	
City, State, Zip	
Federal Tax ID	
Financial Contact Person Name	
Phone	
Email	

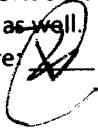
Bank Account Information

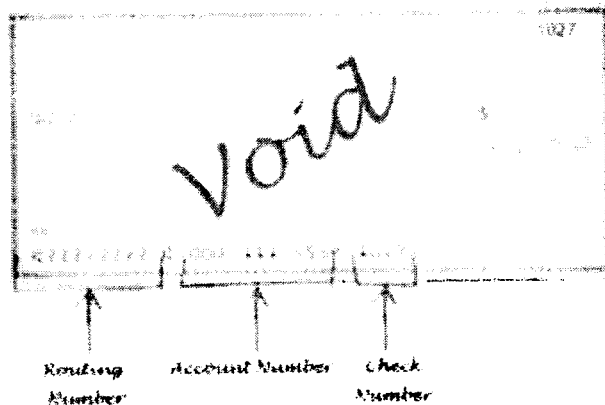
Bank Name and Address	
Account Type	<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other
Account Number	
9-Digit Routing Number	
Signature of Company Official	
Date	

Instructions:

In order to arrange for electronic transfer of funds to your bank account, the CEPP requires the above information at least 12 days prior to the first payment. Please email this form to Anke Mann at [amann@cepp.com](mailto:amann@cepp.com) to set up the process. Hard copies of this completed form must be mailed to:

Center for Effective Public Policy  
 Attn: Anke Mann  
 8403 Colesville Road, Suite 720  
 Silver Spring, MD 20910

Please complete all fields above. Note that account and routing numbers must be listed including all leading zeros. The check example to the right shows where the routing and account numbers can be found on a check. Please provide a copy of a voided check with this form as well. Initial here 



**Attachment 4**

**OJP Financial Status Report (FFS-425)**

**Instructions:** Please review and initial where indicated on each page of this attachment.

Initial here: 

## Federal Financial Report Instructions

### Report Submissions

- 1) Recipients will be instructed by Federal agencies to submit the *Federal Financial Report (FFR)* to a single location, except when an automated payment management reporting system is utilized. In this case, a second submission location may be required by the agency.
- 2) If recipients need more space to support their *FFRs*, or *FFR Attachments*, they should provide supplemental pages. These additional pages must indicate the following information at the top of each page: Federal grant or other identifying number (if reporting on a single award), recipient organization, Data Universal Numbering System (DUNS) number, Employer Identification Number (EIN), and period covered by the report.

### Reporting Requirements

- 1) The submission of interim *FFRs* will be on a quarterly, semi-annual, or annual basis, as directed by the Federal agency. A final *FFR* shall be submitted at the completion of the award agreement. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, or 12/31. For final *FFRs*, the reporting period end date shall be the end date of the project or grant period.
- 2) Quarterly and semi-annual interim reports shall be submitted no later than 30 days after the end of each reporting period. Annual reports shall be submitted no later than 90 days after the end of each reporting period. Final reports shall be submitted no later than 90 days after the project or grant period end date.

Note: For single award reporting:

- 1) Federal agencies may require both cash management information on lines 10(a) through 10(c) and financial status information lines 10(d) through 10(o).
- 2) 10(b) and 10(e) may not be the same until the final report.

### Line Item Instructions for the Federal Financial Report

FFR Number	Reporting Item	Instructions
<b>Cover Information</b>		
1	Federal Agency and Organizational Element to Which Report is Submitted	Enter the name of the Federal agency and organizational element identified in the award document or as instructed by the agency.
2	Federal Grant or Other Identifying Number Assigned by Federal Agency	For a single award, enter the grant number assigned to the award by the Federal agency. For multiple awards, report this information on the <i>FFR Attachment</i> . <i>Do not complete this box if reporting on multiple awards.</i>
3	Recipient Organization	Enter the name and complete address of the recipient organization including zip code.
4a	DUNS Number	Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number.
4b	EIN	Enter the recipient organization's Employer Identification Number (EIN).
5	Recipient Account Number or Identifying Number	Enter the account number or any other identifying number assigned by the recipient to the award. This number is for the recipient's use only and is not required by the Federal agency. For multiple awards, report this

FFR Number	Reporting Item	Instructions
		information on the <i>FFR</i> Attachment. <i>Do not complete this box if reporting on multiple awards.</i>
6	Report Type	Mark appropriate box. <i>Do not complete this box if reporting on multiple awards.</i>
7	Basis of Accounting (Cash/Accrual)	Specify whether a cash or accrual basis was used for recording transactions related to the award(s) and for preparing this <i>FFR</i> . Accrual basis of accounting refers to the accounting method in which expenses are recorded when incurred. For cash basis accounting, expenses are recorded when they are paid.
8	Project/Grant Period, From: (Month, Day, Year)	Indicate the period established in the award document during which Federal sponsorship begins and ends.  Note: Some agencies award multi-year grants for a project period that is funded in increments or budget periods (typically annual increments). Throughout the project period, agencies often require cumulative reporting for consecutive budget periods. Under these circumstances, enter the beginning and ending dates of the project period not the budget period. <i>Do not complete this line if reporting on multiple awards.</i>
	Project/Grant Period, To: (Month, Day, Year)	See the above instructions for "Project/Grant Period, From: (Month, Day, Year)."
9	Reporting Period End Date: (Month, Day, Year)	Enter the ending date of the reporting period. For quarterly, semi-annual, and annual interim reports, use the following reporting period end dates: 3/31, 6/30, 9/30, or 12/31. For final <i>FFRs</i> , the reporting period end date shall be the end date of the project or grant period.
10	<b>Transactions</b> Enter cumulative amounts from date of the inception of the award through the end date of the reporting period specified in line 9. Use Lines 10a through 10c, Lines 10d through 10o, or Lines 10a through 10o, as specified by the Federal agency, when reporting on single grants. Use Line 12, Remarks, to provide any information deemed necessary to support or explain <i>FFR</i> data.	
<b>Federal Cash (To report multiple grants, also use <i>FFR</i> Attachment)</b>		
10a	Cash Receipts	Enter the cumulative amount of actual cash received from the Federal agency as of the reporting period end date.
10b	Cash Disbursements	Enter the cumulative amount of Federal fund disbursements (such as cash or checks) as of the reporting period end date. Disbursements are the sum of actual cash disbursements for direct charges for goods and services, the amount of indirect expenses charged to the award, and the amount of cash advances and payments made to subrecipients and contractors.  For multiple grants, report each grant separately on the <i>FFR</i> Attachment. The sum of the cumulative cash disbursements on the <i>FFR</i> Attachment must equal the amount entered on Line 10b, <i>FFR</i> .
10c	Cash On Hand (Line 10a Minus Line 10b)	Enter the amount of Line 10a minus Line 10b. This amount represents immediate cash needs. If more than three business days of cash are on hand, the Federal agency may require an explanation

FFR Number	Reporting Item	Instructions
		on Line 12, Remarks, explaining why the drawdown was made prematurely or other reasons for the excess cash.
<b>Federal Expenditures and Unobligated Balance:</b> Do not complete this section if reporting on multiple awards.		
10d	Total Federal Funds Authorized	Enter the total Federal funds authorized as of the reporting period end date.
10e	Federal Share of Expenditures	Enter the amount of Federal fund expenditures. For reports prepared on a cash basis, expenditures are the sum of cash disbursements for direct charges for property and services; the amount of indirect expense charged; and the amount of cash advance payments and payments made to subrecipients. For reports prepared on an accrual basis, expenditures are the sum of cash disbursements for direct charges for property and services; the amount of indirect expense incurred; and the net increase or decrease in the amounts owed by the recipient for (1) goods and other property received; (2) services performed by employees, contractors, subrecipients, and other payees; and (3) programs for which no current services or performance are required. Do not include program income expended in accordance with the deduction alternative, rebates, refunds, or other credits. (Program income expended in accordance with the deduction alternative should be reported separately on Line 10o.)
10f	Federal Share of Unliquidated Obligations	Unliquidated obligations on a cash basis are obligations incurred, but not yet paid. On an accrual basis, they are obligations incurred, but for which an expenditure has not yet been recorded. Enter the Federal portion of unliquidated obligations. Those obligations include direct and indirect expenses incurred but not yet paid or charged to the award, including amounts due to subrecipients and contractors. On the final report, this line should be zero unless the awarding agency has provided other instructions.  <i>Do not include any amount in Line 10f that has been reported in Line 10e. Do not include any amount in Line 10f for a future commitment of funds (such as a long-term contract) for which an obligation or expense has not been incurred.</i>
10g	Total Federal Share (Sum of Lines 10e and 10f)	Enter the sum of Lines 10e and 10f.
10h	Unobligated Balance of Federal Funds (Line 10d Minus Line 10g)	Enter the amount of Line 10d minus Line 10g.
<b>Recipient Share:</b> Do not complete this section if reporting on multiple awards.		
10i	Total Recipient Share Required	Enter the total required recipient share for reporting period specified in line 9. The required recipient share should include all matching and cost sharing provided by recipients and third-party providers to meet the level required by the Federal agency. This amount should not include cost sharing and match amounts in excess of the amount required by the Federal agency (for example, cost overruns for which the recipient incurs additional expenses and, therefore, contributes a greater level of cost



FFR Number	Reporting Item	Instructions
		sharing or match than the level required by the Federal agency).
10j	Recipient Share of Expenditures	Enter the recipient share of actual cash disbursements or outlays (less any rebates, refunds, or other credits) including payments to subrecipients and contractors. This amount may include the value of allowable third party in-kind contributions and recipient share of program income used to finance the non-Federal share of the project or program. Note: On the final report this line should be equal to or greater than the amount of Line 10i.
10k	Remaining Recipient Share to be Provided (Line 10i Minus Line 10j)	Enter the amount of Line 10i minus Line 10j. If recipient share in Line 10j is greater than the required match amount in Line 10i, enter zero.
<b>Program Income:</b> Do not complete this section if reporting on multiple awards.		
10l	Total Federal Program Income Earned	Enter the amount of Federal program income earned. Do not report any program income here that is being allocated as part of the recipient's cost sharing amount included in Line 10j.
10m	Program Income Expended in Accordance With the Deduction Alternative	Enter the amount of program income that was used to reduce the Federal share of the total project costs.
10n	Program Income Expended in Accordance With the Addition Alternative	Enter the amount of program income that was added to funds committed to the total project costs and expended to further eligible project or program activities.
10o	Unexpended Program Income (Line 10l Minus Line 10m or Line 10n)	Enter the amount of Line 10l minus Line 10m or Line 10n. This amount equals the program income that has been earned but not expended, as of the reporting period end date.
11	<b>Indirect Expense:</b> Complete this information only if required by the awarding agency. Enter cumulative amounts from date of the inception of the award through the end date of the reporting period specified in line 9.	
11a	Type of Rate(s)	State whether indirect cost rate(s) is Provisional, Predetermined, Final, or Fixed.
11b	Rate	Enter the indirect cost rate(s) in effect during the reporting period.
11c	Period From; Period To	Enter the beginning and ending effective dates for the rate(s).
11d	Base	Enter the amount of the base against which the rate(s) was applied.
11e	Amount Charged	Enter the amount of indirect costs charged during the time period specified. (Multiply 11b. x 11d.)
11f	Federal Share	Enter the Federal share of the amount in 11e.
11g	Totals	Enter the totals for columns 11d, 11e, and 11f.
<b>Remarks, Certification, and Agency Use Only</b>		
12	Remarks	Enter any explanations or additional information required by the Federal sponsoring agency including excess cash as stated in line 10c.
13a	Typed or Printed Name and Title of Authorized Certifying Official	Enter the name and title of the authorized certifying official.
13b	Signature of Authorized Certifying Official	The authorized certifying official must sign here.
13c	Telephone (Area Code, Number and Extension)	Enter the telephone number (including area code and extension) of the individual listed in Line 13a.
13d	E-mail Address	Enter the e-mail address of the individual listed in Line 13a.

FFR Number	Reporting Item	Instructions
13e	Date Report Submitted (Month, Day, Year)	Enter the date the <i>FFR</i> is submitted to the Federal agency using the month, day, year format.
14	Agency Use Only	This section is reserved for Federal agency use.

### FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)			Page <b>1</b>	of 	pages	
3. Recipient Organization (Name and complete address including Zip code)								
4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)		6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Final	7. Basis of Accounting <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual			
8. Project/Grant Period From: (Month, Day, Year) To: (Month, Day, Year)				9. Reporting Period End Date (Month, Day, Year)				
10. Transactions						Cumulative		
<i>(Use lines a-c for single or multiple grant reporting)</i>								
<b>Federal Cash (To report multiple grants, also use FFR Attachment):</b>								
a. Cash Receipts								
b. Cash Disbursements								
c. Cash on Hand (line a minus b)								
<i>(Use lines d-o for single grant reporting)</i>								
<b>Federal Expenditures and Unobligated Balance:</b>								
d. Total Federal funds authorized								
e. Federal share of expenditures								
f. Federal share of unliquidated obligations								
g. Total Federal share (sum of lines e and f)								
h. Unobligated balance of Federal funds (line d minus g)								
<b>Recipient Share:</b>								
i. Total recipient share required								
j. Recipient share of expenditures								
k. Remaining recipient share to be provided (line i minus j)								
<b>Program Income:</b>								
l. Total Federal program income earned								
m. Program income expended in accordance with the deduction alternative								
n. Program income expended in accordance with the addition alternative								
o. Unexpended program income (line l minus line m or line n)								
11. Indirect Expense		a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
		g. Totals						
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:								
13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)								
a. Typed or Printed Name and Title of Authorized Certifying Official					c. Telephone (Area code, number and extension)			
					d. Email address			
b. Signature of Authorized Certifying Official					e. Date Report Submitted (Month, Day, Year)			
					14. Agency use only:			

Standard Form 425 - Revised 6/28/2010  
OMB Approval Number: 0348-0061  
Expiration Date: 10/31/2011

**Paperwork Burden Statement**

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0061), Washington, DC 20503.

**Attachment 5**

**Certifications**

**Instructions:** Please review and initial where indicated on each page of this attachment.

Initial here: 

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS  
AND  
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

## **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

## **3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
- (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:
- Department of Justice  
Office of Justice Programs  
ATTN: Control Desk  
810 Seventh Street, N.W.,  
Washington, D.C. 20531
- Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check \_\_\_ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check \_\_\_ if the State has elected to complete OJP Form 4061/7.

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**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice  
Office of Justice Programs  
ATTN: Control Desk  
810 Seventh Street, N.W.,  
Washington, D.C. 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Travis County

P.O. Box 1748, Austin, TX 78701

2. Application Number and/or Project Name:

JRI Permanent Supportive Housing Pilot

3. Grantee IRS/Vendor Number 74-60000192

4. Type/Print Name and Title of Authorized Representative

Samuel T. Biscoe, County Judge

Samuel T. Biscoe

4-17-13


5. Signature

6. Date

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.  
OFFICE OF JUSTICE PROGRAMS BJA NIJ OJJDP BJS OVC

**Attachment 6**  
**Justice Reinvestment Initiative: Phase II Strategies Worksheet**

**Instructions:** Please review and initial where indicated on each page of this attachment.

Initial here: 



**Justice Reinvestment Initiative: Phase II Strategies**

IRI SITE Travis County

**Justice Reinvestment Initiative: Phase II Strategies**

IRI SITE Travis County

**BUDGET & EXPENSES INFORMATION**

Budget	Budgeted Expenditures	Spending to Date	% of funds spent
Salaries			
Fringe Benefits			
Supplies			
Travel			
Equipment			
Supplies			
Contracts			
Consultants - Contracts			
Other Costs			
Indirect Costs			
Sub-TOTAL - Unawarded			
<b>Total Budget</b>			



## Instructions

This worksheet was designed as a tool for sites participating in Phase II of the Justice Reinvestment Initiative to provide information to their Technical Assistance providers on the status of JRI strategies. Each site will be asked to fill in the "Strategy" tabs for as many justice reinvestment strategies as they plan to pursue throughout this initiative. Sites will need to complete quarterly performance information **once per quarter**.

For each worksheet, fill in only the golden cells. Other cells will auto-populate with relevant information. To give you an example, click on the "Summary" tab (to the immediate left of this tab) and notice that information on the JRI site is blank.

Now, fill in the following golden cell...

Site Name

Travis County

And return to the "Summary" tab. Do you notice that your jurisdiction is now listed? The worksheet will continue to auto-populate fields with information that you have already entered, which we hope makes filling out this form a bit easier.

Two examples of JRI strategies are provided on the last two tabs of this worksheet. If you need extra assistance, please contact your TA provider.

# Strategy #1

## BASIC INFORMATION

**Strategy Name**  **Lead Agency**   
**Status**     New     Existing    **Strategy Description:**   
**Type** ('X' all that apply)  
 Training     Technology / Infrastructure   
 Facilities     Programming   
 Support     Other

## BUDGET INFORMATION

<b>Funding</b>					
Fines / Fees	<input type="text"/>				Q1
General Fund	<input type="text"/>				Q2
Other Funds	<input type="text"/>				Q3
JRI Pass Through	<input type="text"/>				Q4
<b>Total Funding</b>	\$ <input type="text"/>				
<b>Program FTE</b>	<input type="text"/>				
<b>Budget</b>					
Salary	<input type="text"/>	%			
Fringe Benefits	<input type="text"/>				
<b>Sub-Total Personnel</b>	\$ <input type="text"/>				\$ <input type="text"/>
Travel	<input type="text"/>				
Equipment	<input type="text"/>				
Supplies	<input type="text"/>				
Construction	<input type="text"/>				
Consultants / Contracts	<input type="text"/>				
Other Costs	<input type="text"/>				
Indirect Costs	<input type="text"/>				
<b>Sub-Total Non-Personnel</b>	\$ <input type="text"/>				\$ <input type="text"/>
<b>Total Budget</b>	\$ <input type="text"/>				\$ <input type="text"/>

**QUARTERLY EXPENSE DATA**

Select a reporting period from the drop-down menu

**Current Program FTE**

**Expenses**

Salary  
Fringe Benefits  
Sub-Total Personnel

Travel  
Equipment  
Supplies  
Construction  
Consultants / Contracts  
Other Costs  
Indirect Costs

Sub-Total Non-Personnel

**Total Expenses**

**Strategy #1**

**PERFORMANCE INFORMATION**

**DRIVERS**

Applicable Phase I identified driver(s) of CJS population and related costs

Driver 1  
Driver 2

**ACTIVITIES**

**Activity 1**

Measures

Year 1 Goal # or %	Progress	Q1	Q2	Q3	Q4

**Activity 2**

Measures

Year 1 Goal # or %	Progress	Q1	Q2	Q3	Q4

**Activity 3**

Measures

Year 1 Goal # or %	Progress	Q1	Q2	Q3	Q4

**Activity 4**

Measures

Year 1 Goal # or %	Progress	Q1	Q2	Q3	Q4

**PUBLIC SAFETY  
OUTCOMES**

Year 1 Goal # or %	Progress	Q1	Q2	Q3	Q4

**Strategy #2**

**BASIC INFORMATION**

Strategy Name: \_\_\_\_\_ Lead Agency: \_\_\_\_\_

Status:  New  Existing

Strategy Description: \_\_\_\_\_

Type (X all that apply):

- Training
- Technology / Infrastructure
- Facilities
- Programming
- Support
- Other

**BUDGET INFORMATION**

**QUARTERLY EXPENSE DATA**

Select a reporting period from the drop-down menu

	Q1	Q2	Q3	Q4
Funding				
Fines / Fees				
General Fund				
Other Funds				
JPL Pass Through				
<b>Total Funding</b>	\$	\$	\$	\$
Program FTE				
<b>Budget</b>				
Salary				
Fringe Benefits				
<b>Sub-Total Personnel</b>	\$	\$	\$	\$
Travel				
Equipment				
Supplies				
Construction				
Consultants / Contracts				
Other Costs				
Indirect Costs				
<b>Sub-Total Non-Personnel</b>	\$	\$	\$	\$
<b>Total Budget</b>	\$	\$	\$	\$

**Strategy #2**

**PERFORMANCE INFORMATION**

**DRIVERS**

Applicable Phase 1 identified driver(s) of CJS population and related costs

Driver 1  
Driver 2

**ACTIVITIES**

**Activity 1**

Measures	Year 1 Goal # or %	Progress			
		Q1	Q2	Q3	Q4

**Activity 2**

Measures	Year 1 Goal # or %	Progress			
		Q1	Q2	Q3	Q4

**Activity 3**

Measures	Year 1 Goal # or %	Progress			
		Q1	Q2	Q3	Q4

**Activity 4**

Measures	Year 1 Goal # or %	Progress			
		Q1	Q2	Q3	Q4

**PUBLIC SAFETY  
OUTCOMES**

Measures	Year 1 Goal # or %	Progress			
		Q1	Q2	Q3	Q4



**Strategy #3**

**BASIC INFORMATION**

Strategy Name: \_\_\_\_\_ Lead Agency: \_\_\_\_\_

Status:  New  Existing

Strategy Description: \_\_\_\_\_

Type ('X' all that apply):

Training	<input type="checkbox"/>
Technology / Infrastructure	<input type="checkbox"/>
Facilities	<input type="checkbox"/>
Programming	<input type="checkbox"/>
Support	<input type="checkbox"/>
Other	<input type="checkbox"/>

**BUDGET INFORMATION**

		Q1	Q2	Q3	Q4
<b>Funding</b>					
Fines / Fees					
General Fund					
Other Funds					
JR Pass Through					
<b>Total Funding</b>	\$ -				
<b>Program FTE</b>					
<b>Budget</b>					
Salary					
Fringe Benefits					
<b>Sub-Total Personnel</b>	\$ -				
Travel					
Equipment					
Supplies					
Construction					
Consultants / Contracts					
Other Costs					
Indirect Costs					
<b>Sub-Total Non-Personnel</b>	\$ -				
<b>Total Budget</b>	\$ -				
<b>Expenses</b>					
Salary					
Fringe Benefits					
<b>Sub-Total Personnel</b>	\$ -				
Travel					
Equipment					
Supplies					
Construction					
Consultants / Contracts					
Other Costs					
Indirect Costs					
<b>Sub-Total Non-Personnel</b>	\$ -				
<b>Total Expenses</b>	\$ -				

QUARTERLY EXPENSE DATA

Select a reporting period from the drop-down menu

Current Program FTE

**Strategy #3**

**PERFORMANCE INFORMATION**

**DRIVERS**

Applicable Phase I identified driver(s) of CJS population and related costs

Driver 1  
Driver 2

**ACTIVITIES**

**Activity 1**

Measures	Year 1 Goal # or %	Progress	Q1	Q2	Q3	Q4

**Activity 2**

Measures	Year 1 Goal # or %	Progress	Q1	Q2	Q3	Q4

**Activity 3**

Measures	Year 1 Goal # or %	Progress	Q1	Q2	Q3	Q4

**Activity 4**

Measures	Year 1 Goal # or %	Progress	Q1	Q2	Q3	Q4

**PUBLIC SAFETY  
OUTCOMES**

Measures	Year 1 Goal # or %	Progress	Q1	Q2	Q3	Q4

**Strategy #4**

**BASIC INFORMATION**

Strategy Name: \_\_\_\_\_ Lead Agency: \_\_\_\_\_

Status:  New  Existing

Strategy Description: \_\_\_\_\_

Type ('X' all that apply):

Training	<input type="checkbox"/>
Technology / Infrastructure	<input type="checkbox"/>
Facilities	<input type="checkbox"/>
Programming	<input type="checkbox"/>
Support	<input type="checkbox"/>
Other	<input type="checkbox"/>

**BUDGET INFORMATION**

**QUARTERLY EXPENSE DATA**

Select a reporting period from the drop-down menu

	Q1	Q2	Q3	Q4
Funding				
Fines / Fees				
General Fund				
Other Funds				
JRI Pass Through				
<b>Total Funding</b>	\$			
<b>Program FTE</b>				
<b>Budget</b>				
Salary				
Fringe Benefits				
<b>Sub-Total Personnel</b>	\$	\$	\$	\$
Travel				
Equipment				
Supplies				
Construction				
Consultants / Contracts				
Other Costs				
Indirect Costs				
<b>Sub-Total Non-Personnel</b>	\$	\$	\$	\$
<b>Total Budget</b>	\$	\$	\$	\$
<b>Total Expenses</b>	\$	\$	\$	\$

**Strategy #4**

**PERFORMANCE INFORMATION**

**DRIVERS**

*Applicable Phase 1 identified driver(s) of CJS population and related costs*

Driver 1

Driver 2

**ACTIVITIES**

**Activity 1**

Measures      Year 1 Goal # or %      Progress      Q1      Q2      Q3      Q4


**Activity 2**

Measures      Year 1 Goal # or %      Progress      Q1      Q2      Q3      Q4


**Activity 3**

Measures      Year 1 Goal # or %      Progress      Q1      Q2      Q3      Q4


**Activity 4**

Measures      Year 1 Goal # or %      Progress      Q1      Q2      Q3      Q4


**PUBLIC SAFETY OUTCOMES**

Year 1 Goal # or %      Progress      Q1      Q2      Q3      Q4


# EBP Training [EXAMPLE]

## BASIC INFORMATION

<b>Strategy Name</b> EBP Training [EXAMPLE]	<b>Lead Agency</b> Department of Corrections
<b>Status</b> New <input checked="" type="checkbox"/> Existing <input type="checkbox"/>	<b>Strategy Description:</b> <div style="border: 1px solid black; padding: 5px; min-height: 100px;">This strategy focuses on training parole officers on the use of a new graduated sanctions grid for responding to technical violations.</div>
<b>Type</b> (*X all that apply) Training <input checked="" type="checkbox"/> Technology / Infrastructure <input type="checkbox"/> Facilities <input type="checkbox"/> Programming <input type="checkbox"/> Support <input type="checkbox"/> Other <input type="checkbox"/>	

## BUDGET INFORMATION

		QUARTERLY EXPENSE DATA			
		Q1	Q2	Q3	Q4
		<i>Select a reporting period from the drop-down menu</i>			
		1/1 - 3/31			
<b>Funding</b>					
Fines / Fees					
General Fund					
Other Funds					
JRI Pass Through					
<b>Total Funding</b>		\$ 49,000			
<b>Program FTE</b>					
<b>Budget</b>					
Salary	%				
Fringe Benefits					
<b>Sub-Total Personnel</b>		\$ -			
Travel		\$ 3,000			
Equipment		\$ 1,000			
Supplies		\$ 10,000			
Construction					
Consultants / Contracts		\$ 35,000			
Other Costs					
Indirect Costs					
<b>Sub-Total Non-Personnel</b>		\$ 49,000			
<b>Total Budget</b>		\$ 49,000			
<b>Expenses</b>					
Salary					
Fringe Benefits					
<b>Sub-Total Personnel</b>		\$ -			
Travel	5%	\$ 1,000			
Equipment	2%	\$ 1,000			
Supplies	20%	\$ 5,000			
Construction					
Consultants / Contracts	71%	\$ 30,000			
Other Costs					
Indirect Costs					
<b>Sub-Total Non-Personnel</b>	100%	\$ 37,000			
<b>Total Expenses</b>		\$ 37,000			

**EBP Training [EXAMPLE]**

**PERFORMANCE INFORMATION**

**DRIVERS**

*Applicable Phase / Identified driver(s) of CJS population and related costs*

Driver 1

Number of persons in prison for violation of parole

Driver 2

Number of persons in prison for technical violation of parole

**ACTIVITIES**

**Activity 1**

Training officers

**Measures**

number of officers trained
% officers trained

Year 1 Goal  
# of %

400
100%

Progress:  
1/1 - 3/31

Q1	Q2	Q3	Q4
150			
37.50%			

**Activity 2**

**Measures**


Year 1 Goal  
# of %


Progress:  
1/1 - 3/31

Q1	Q2	Q3	Q4

**Activity 3**

**Measures**


Year 1 Goal  
# of %


Progress:  
1/1 - 3/31

Q1	Q2	Q3	Q4

**Activity 4**

**Measures**


Year 1 Goal  
# of %


Progress:  
1/1 - 3/31

Q1	Q2	Q3	Q4

**PUBLIC SAFETY OUTCOMES**

**Measures**

Decrease % technical violators rev
Prison admissions for revocation
Crimes by parolees

Year 1 Goal  
# of %

25% (from 60%)
1800 (from 2400)
no change

Progress:  
1/1 - 3/31

Q1	Q2	Q3	Q4
60%			
2400			
60%			

**Jail MH Tx Program [Example]**

**BASIC INFORMATION**

Strategy Name: Jail MH Tx Program [Example]      Lead Agency: Sheriff's Office

Status:  New       Existing      Strategy Description:

Type ('X' all that apply):  
 Training       Technology / Infrastructure   
 Facilities       Programming   
 Support       Other

**BUDGET INFORMATION**

		QUARTERLY EXPENSE DATA			
		Q1	Q2	Q3	Q4
		Select a reporting period from the drop-down menu			
		4/1 - 6/30			
<b>Funding</b>					
Fines / Fees					
General Fund					
Other Funds					
JRI Pass Through					
<b>Total Funding</b>	\$ -				
<b>Program FTE</b>	2				
<b>Budget</b>					
Salary	\$ 120,000	\$ 60,000			
Fringe Benefits	\$ 30,000	\$ 15,000			
<b>Sub-Total Personnel</b>	\$ 150,000	\$ 75,000			
Travel					
Equipment					
Supplies	\$ 20,000				
Construction					
Consultants / Contracts	\$ 5,000	\$ 1,000			
Other Costs					
Indirect Costs					
<b>Sub-Total Non-Personnel</b>	\$ 25,000	\$ 21,000			
<b>Total Budget</b>	\$ 175,000	\$ 96,000			
<b>Total Expenses</b>		\$ -	\$ -	\$ -	\$ -

**Jail MH Tx Program [Example]**

**PERFORMANCE INFORMATION**

**DRIVERS**

Applicable Phase / identified driver(s) of CJS population and related costs

Driver 1  
Driver 2

**ACTIVITIES**

**Activity 1**

Enroll MH inmates in program				
Measures	Year 1 Goal	Progress:	Q1	Q4
	# or %	4/1 - 6/30		
# MH inmates enrolled	100			
% MH inmates enrolled				

**Activity 2**

Graduate inmates from program				
Measures	Year 1 Goal	Progress:	Q1	Q4
	# or %	4/1 - 6/30		
# participants graduating	75			
% participants graduating				

**Activity 3**

Prepare program graduates for release				
Measures	Year 1 Goal	Progress:	Q1	Q4
	# or %	4/1 - 6/30		
# MH inmates released with MH reentr	50			
% MH inmates released with MH reentr				

**Activity 4**

PUBLIC SAFETY OUTCOMES				
Measures	Year 1 Goal	Progress:	Q1	Q4
	# or %	4/1 - 6/30		
Average length of stay for MH pop	40 days (from 60)			
Average # bookings for MH pop	2 (from 4.2)			



**Attachment 7****Subawardee Drawdown Request****Instructions:**

Please review and initial where indicated on each page of this attachment.

The purpose of the drawdown form is to request advance payment for upcoming expenditures or reimbursement for expenditures already incurred, and to document current expenditures to date vs. payments received to date. As such, the form may be submitted at any time there is a need for cash, but no less frequently than once per month. If no cash is requested, a reconciliation of expenditures vs. funds received should be provided.

If you are requesting an advance, fill in the information regarding estimated expenditures for the next 30 days according to your approved budget. Support your estimates with specific information regarding activities in the next 30 days.

Email the completed request to Anke Mann at [amann@cepp.com](mailto:amann@cepp.com). Scanned supporting documentation should also be submitted via email to the same address.

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### Subawardee Drawdown Request

Subawardee: \_\_\_\_\_  
 Date Prepared: \_\_\_\_\_ GRANT #: 2010-RR-BX-K069  
 PROJECT #: 400 - JRI Subaward End Date: 2/28/2015

Estimated Expenditures over the next 30 days:	
A. Personnel	\$ _____ -
B. Fringe	\$ _____ -
C. Travel	\$ _____ -
D. Equipment	\$ _____ -
E. Supplies	\$ _____ -
F. Construction	\$ _____ -
G. Consultant/Subcontract	\$ _____ -
H. Other	\$ _____ -
I. Indirect	\$ _____ -
<b>Total Estimated Expenditures</b>	<b>\$ _____ -</b>

Total Award: \_\_\_\_\_ \$300,000  
 Drawdowns to Date: \_\_\_\_\_  
 Cash Available to Draw Down: \$ \_\_\_\_\_ 300,000.00  
 Expenditures to Date: \_\_\_\_\_  
 Cash on Hand \$ \_\_\_\_\_ - as of \_\_\_\_/\_\_\_\_/\_\_\_\_  
Date  
 ANTICIPATED EXPENDITURES: \$ \_\_\_\_\_ -  
(NEXT 30 DAYS, SEE ABOVE)  
 REQUESTED DRAWDOWN: \$ \_\_\_\_\_ -

CEPP use only:	
DD requested _____	DD funds transferred _____
DD received: _____	

**Subawardee Drawdown Request Instructions:**

The purpose of the drawdown form is to request advance payment for upcoming expenditures or reimbursement for expenditures already incurred, and to document current expenditures to date vs. payments received to date. As such, the form may be submitted at any time there is a need for cash, but no less frequently than once per month. If no cash is requested, a reconciliation of

Fill in or update all shaded fields as needed:

If you are requesting an advance, fill in the information regarding estimated expenditures for the next 30 days according to your approved budget. Support your estimates with specific information regarding activities in the next 30 days.

Enter the dollar amount of funds received to date.

Enter total expenditures to date. Expenditures should be supported by appropriate backup documentation (at a minimum, a report generated by your accounting system detailing charges by category, supported by backup documents such as timesheets, receipts, vendor invoices, etc.)

The requested drawdown amount will be calculated based on current cash on hand and estimated cash needs detailed above.

Email the completed request to Anke Mann at [amann@cepp.com](mailto:amann@cepp.com).

Scanned supporting documentation should also be submitted via email to the sar

ie address.

### Administrative Requirements for Subcontractors

**Instructions:** Please review and initial where indicated on each page of this attachment.

Travis County may subcontract with another party to provide services under this subaward provided:

1. All requirements in this agreement are passed through to the subcontractor, including progress and financial reporting requirements.
2. All OJP Subrecipient Monitoring is conducted as detailed below and referenced in the OJP Financial Guide at <http://www.ojp.usdoj.gov/financialguide/PostawardRequirements/chapter13page1.htm>.

#### Subawards

“Subawards, also known as subcontracts or subgrants, refer to the award of financial assistance in the form of money (or property in lieu of money), made by you under your award to an eligible subrecipient or by a subrecipient to a lower-tier subrecipient.

- Subawards are used when the intent is to have another organization help carry out a portion of the scope of work described in your award application.
- It does not matter what the legal agreement between your organization and the subrecipient is called (subaward, subcontract, subgrant, purchase order). A subaward is designed to help you carry out the program for which you were awarded funding.
- A subaward does not apply to the procurement of goods or services.

None of the principal activities of the award or project-supported effort can be subawarded to another organization without specific prior approval by the awarding agency. If you included the intention to make subawards in your application, the approval may be considered given, if these activities are funded as proposed.

All such arrangements must be formalized in a contract or other written agreement between the parties involved. The contract or other written agreement must not affect your overall responsibility and accountability to the Federal Government as the original award recipient for the duration of the project. As the primary recipient of the award, you are responsible for monitoring the subrecipient and ascertaining that all fiscal and programmatic responsibilities are fulfilled.

#### Subrecipient Monitoring

The purpose of subrecipient monitoring is to ensure that federal program funds are being spent in accordance with the federal program and grant requirements, laws, and regulations. Subrecipient monitoring requirements apply equally to state, local and tribal governments as well as for-profit and non-profit organizations. The requirements for subrecipient monitoring can be found in:

- Title 28 CFR Part 66 and Title 28 CFR Part 70 [
- 31 U.S.C. Section 7502

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- Office of Management and Budget (OMB) Circular A-133
- OMB Circular A-102
- Title 2 CFR Part 215\_(formerly OMB Circular A-110)
- Title 2 CFR Part 176\_(for American Recovery and Reinvestment Act of 2009 Section 1512 awards)

Additional requirements can be found in the program legislation and the terms and conditions of your award.

As part of your organization's subrecipient monitoring process, you need to develop systems, policies, and procedures to ensure that subrecipient activities are conducted in accordance with Federal program and grant requirements, laws, and regulations.

Additionally, your organization should develop, implement, and perform procedures to ensure that the subrecipient obtains the required audits, and that audit findings identified in subrecipient audit reports are timely and effectively resolved and corrected.

#### **Subrecipient Agreements**

When you make an award to a subrecipient, you must ensure the identifying Federal award information and applicable compliance requirements, including applicable special conditions, are clearly designated in the subrecipient award agreement. The award or agreement must, at a minimum, include the following information:

- Catalog of Federal Domestic Assistance (CFDA) title and number
- Award name and number
- Name of the Federal awarding agency
- Activities to be performed
- Period of Performance
- Project policies
- Original award flow-through requirements that are applicable to the subrecipient
- Other policies and procedures to be followed
- Dollar limitation of the agreement
- Cost principles to be used in determining allowable costs".

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# CRIMINAL JUSTICE PLANNING DEPARTMENT

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

## MEMORANDUM

**To:** Cyd Grimes, Travis County Purchasing Agent  
**From:** Cathy McCaugherty, Senior Planner  
**Through:** Kimberly Pierce, Planning Manager  
**Date:** June 7, 2013  
**Subject:** Contract No. 440001395, Support of Residential Treatment Services

Travis County Criminal Justice Planning requests approval to enter into a contract with Foundation Communities for permanent supportive housing and ancillary support services, including intensive case management. This two-year pilot program will serve twenty-two chronically homeless, mentally ill frequent offenders from the Travis County Jail. The budget is \$369,012 (not including housing vouchers provided by the Housing Authority of Travis County). Funding for this program comes from the Laura and John Arnold Foundation (\$69,012) and the Center for Effective Public Policy (\$300,000; pass-through grant funding from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance).

Please ratify this contract to May 1, 2013, in order to pay for services already provided by Foundation Communities.

**cc:** Roger Jefferies, County Executive  
David Walch, Purchasing Agent Assistant III