



# Travis County Commissioners Court Agenda Request

**Meeting Date:** 09/24/2013, 9:00 AM, Voting Session

**Prepared By/Phone Number:** Alan Miller, Planning and Budget, 854-9726

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

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

Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

- A. Application for additional funding for the Travis County Juvenile Treatment Drug Court in the Juvenile Probation Department from Substance Abuse and Mental Health Services Administration/Center;
- B. Annual contract with the Texas Department of Family and Protective Services for the Title IV-E Legal Administration grant in the District Attorney's Office;
- C. Annual contract with Atmos Energy for the Atmos Energy Sharing the Warmth / MAACLink program in Health and Human Services and Veterans Service Department;
- D. Grant contract amendment to the Comprehensive Energy Assistance Program contract #58120001710 in Health and Human Services and Veterans Service Department. Amendment extends the grant through September 30, 2013;
- E. Permission to continue the Travis County Veterans' Court Program in the Criminal Courts until a contract can be fully executed;
- F. Permission to continue the Travis County Family Drug Treatment Court in the Civil Courts until a contract can be fully executed;
- G. Permission to continue the Residential Substance Abuse Treatment Program in the Juvenile Probation Department until a contract can be fully executed; and
- H. Permission to continue the Parenting in Recovery II in Criminal Justice Planning until a contract can be fully executed.

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

Item A is a request to apply for an additional \$27,700 in funds for an existing grant program in Juvenile Probation Department.

Item B is the annual contract to continue to receive Title IV-E reimbursement in the District Attorney's Office.

Item C is a contract to renew an existing program in Health and Human Services.

Item D extends the end date and close-out period for an existing grant in Health and Human Services.

Items E-H are requests to continue the staffing associated with existing grant programs that are awaiting final execution of original contracts.

## **STAFF RECOMMENDATIONS:**

PBO recommends approval.

**ISSUES AND OPPORTUNITIES:**

Additional information is provided on the grant summary sheets.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

There are no match requirement to these proposals. If the County were to not receive the grants associated with items E-H, there is always the potential that these expenses may not be reimbursed, but so far this has not occurred. The fiscal impact of these items is \$52,374.

**REQUIRED AUTHORIZATIONS:**

Planning and Budget Office  
County Judge's Office

Leslie Browder  
David Salazar

TRAVIS COUNTY

9/24/2013

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE  
FY 2013

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

Application	Dept. Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
<b>A</b>	145 Substance Abuse and Mental Health Services Administration Drug Court *	09/30/13 - 09/29/14	\$227,670	\$0	\$0	\$0	\$227,670	-	R	MC	12
<i>* Amended from original.</i>											
<b>Contracts</b>											
<b>B</b>	123 Title IV-E Legal Administration	10/01/2009 - 03/31/2014	\$321,610	\$0	\$0	\$0	\$321,610	0.00	R	MC	22
<b>C</b>	145 Atmos Energy Sharing the Warmth / MAACLink	10/01/13 - 09/30/14	\$13,300	\$0	\$0	\$0	\$13,300	0.00	R	C	31
<b>D</b>	158 Comprehensive Energy Assistance Program contract #58120001710*	04/01/13 - 09/30/13	\$1,263,589	\$0	\$0	\$0	\$1,263,589	4.00	R	EC	52
<i>* Amended from original.</i>											
<b>Permission to Continue</b>											
Dept. Grant Title	Grant Term on Application	Personnel Cost	Operating Cost	Total Request	Filled FTE	Expiration Date	PTC	Auditor's Assessment	Page #		
<b>E</b>	124 Travis County Veterans' Court	09/01/13 - 08/31/14	\$13,801	\$0	\$13,801	2.00	10/31/2013	R	MC	60	
<b>F</b>	122 Family Drug Treatment Court	09/01/13 - 08/31/14	\$5,566	\$0	\$5,566	1.00	10/31/2013	R	F	64	
<b>G</b>	145 Residential Substance Abuse Treatment Program	10/01/13 - 09/30/14	\$10,098	\$0	\$10,098	1.67	11/30/2013	R	G	71	
<b>H</b>	158 Parenting in Recovery II	09/30/13 - 09/29/14	\$22,909	\$0	\$22,909	1.00	12/31/2013	R	H	77	

**PBO Notes:**

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

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

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

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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
124	Formula Grant- Indigent Defense Grants Program	10/01/12 - 09/30/13	\$441,998	\$0	\$0	\$0	\$441,998	-	11/27/2012
147	Emergency Management Performance Grant	10/01/12 - 09/30/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	2/5/2013
137	TCSO Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	2/5/2013
137	TxDOT Impaired Driving Mobilization	03/1/13 - 09/30/13	\$16,906	\$5,684	\$0	\$0	\$22,590	-	2/5/2013
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$233,124	\$0	\$0	\$0	\$233,124	2.00	2/19/2013
124	Veterans Commission Grant	07/01/13 - 06/30/14	\$49,470	\$0	\$0	\$0	\$49,470	-	2/19/2013
139	Travis County Adult Probation DWI Court	09/01/13 - 08/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	2/19/2013
145	The Eagle Soars: An Educational and Career Development Program	09/01/13 - 08/31/14	\$115,955	\$0	\$0	\$0	\$115,955	-	2/19/2013
145	Enhancing Services for Victims of Crime	09/01/13 - 08/31/14	\$62,886	\$15,722	\$0	\$0	\$78,608	1.00	2/19/2013
145	Drug Court & In-Home Family Services	09/01/13 - 08/31/14	\$181,000	\$20,111	\$0	\$0	\$201,111	0.23	2/19/2013
142	Drug Diversion Court	09/01/13 - 08/31/14	\$155,838	\$0	\$0	\$0	\$155,838	2.00	2/19/2013
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$143,438	\$0	\$0	\$0	\$143,438	1.00	2/26/2013
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,954	\$34,053	\$0	\$17,088	\$136,095	1.77	2/26/2013
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$193,808	\$0	\$0	\$0	\$193,808	0.50	2/26/2013
158	Parenting in Recovery II*	09/30/12 - 09/29/13	\$625,747	\$0	\$268,195	\$0	\$893,942	1.00	2/26/2013
145	IMPACT: Investing in Minds to Prepare for A Career in Technology	10/1/13 - 09/30/14	\$416,327	\$0	\$0	\$0	\$416,327	1.00	3/5/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
137	K9s4COPs	04/01/13 - 09/30/13	\$12,000	\$0	\$0	\$0	\$12,000	-	3/26/2013
145	Leadership Academy	10/01/13 - 09/30/14	\$143,665	\$47,888	\$0	\$0	\$191,553	1.75	3/26/2013
145	FRESH Youth (Finding Regionally Sourced Food for High-Risk Youth)	11/01/13 - 10/31/14	\$45,000	\$15,000	\$0	\$0	\$60,000	-	4/16/2013
157	NEH Preservation Assistance for Smaller Institutions	05/01/14 - 08/01/14	\$6,000	\$0	\$0	\$0	\$6,000	-	4/16/2013
137	State Criminal Alien Assistance Program - SCAAP 13	07/01/11 - 06/30/12	\$40,568,231	\$0	\$0	\$0	\$40,568,231	-	4/16/2013
137	SCATTIF Sheriff's Combined Auto Theft Task Force	09/01/13 - 08/31/14	\$1,001,869	\$134,184	\$258,235	\$0	\$1,394,288	12.00	4/30/2013
145	Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Needs	10/01/13 - 09/30/16	\$644,987	\$0	\$0	\$0	\$644,987	-	4/30/2013
119	Other Victim Assistance Grant	09/01/13 - 08/31/15	\$84,000	\$0	\$28,129	\$0	\$112,129	1.00	5/7/2013
123	Victim Coordinator and Liaison Grant	09/01/13 - 08/31/15	\$84,000	\$0	\$0	\$0	\$84,000	-	5/14/2013
147	FY13 Homeland Security Grant Program / State Homeland Security Program (SHSP)--HAZmat IID	10/01/13 - 11/30/14	\$22,500	\$0	\$0	\$0	\$22,500	-	5/21/2013
147	FY13 Homeland Security Grant Program / State Homeland Security Program (SHSP)-GASID	10/01/13 - 11/30/14	\$9,500	\$0	\$0	\$0	\$9,500	-	5/21/2013
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$481,000	\$259,000	\$0	\$0	\$740,000	2.00	5/28/2013
145	National School Lunch/Breakfast Program & USDA School Commodity Program	09/30/13 - 09/29/14	\$307,204	\$0	\$0	\$0	\$307,204	-	6/4/2013
145	The Eagle Soars: An Educational and Career Development Program*	09/01/13 - 08/31/14	\$115,955	\$0	\$0	\$0	\$115,955	-	6/11/2013
120	Verifying UOCAVA Ballot Inclusion in Election Results	09/01/13 - 11/30/14	\$4,183,575	\$0	\$0	\$0	\$0	1.00	6/18/2013
120	Electronic Transmission of Ballot Portal	09/01/13 - 11/30/14	\$19,950	\$0	\$0	\$0	\$0	-	6/18/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Enhancing Supervision, Security, and Policies to Ensure Youth Safety	10/01/13 - 09/30/15	\$250,000	\$262,446	\$0	\$0	\$512,446	3.15	7/2/2013
135	Accessible Parking Awareness Campaign	10/01/13 - 03/31/14	\$37,125	\$12,375	\$0	\$0	\$49,500	0.50	7/9/2013
124	Veterans Commission Grant	01/01/14 - 12/31/14	\$21,432	\$0	\$0	\$0	\$21,432	-	7/16/2013
158	Emergency Food and Shelter Program, Phase 31	04/01/13 - 03/31/14	\$25,000	\$0	\$0	\$0	\$25,000	-	7/23/2013
137	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/13 - 08/31/14	\$641,481	\$131,022	\$254,949	\$0	\$1,027,452	11.00	7/30/2013
158	Coming of Age (DADS)	09/01/13 - 03/31/14	\$14,282	\$14,282	\$0	\$0	\$28,564	-	8/13/2013
158	Coming of Age (CNCS)	04/01/14 - 03/31/15	\$50,495	\$218,212	\$0	\$0	\$268,707	4.00	9/10/2013
			\$51,813,475	\$1,241,200	\$844,147	\$17,088	\$49,712,385	51.90	

\*Amended from original agreement.

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

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

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

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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
155	Justice Reinvestment Initiative	03/01/13 - 02/28/15	\$300,000	\$0	\$0	\$0	\$300,000	-	2/19/2013
147	2010 UASI Chemical Biological Radiological Nuclear Explosive (CBRNE) Strike Team Coordinator*	08/01/10 - 12/31/12	\$250,000	\$0	\$0	\$0	\$250,000	1.00	2/26/2013
155	Justice Reinvestment Initiative (Arnold Foundation)	03/01/13 - 02/28/15	\$69,012	\$0	\$0	\$0	\$69,012	-	2/26/2013
159	Capital Area Trauma Regional Advisory Council	05/01/12 - 08/31/13	\$10,101	\$0	\$0	\$0	\$10,101	-	2/26/2013
158	Targeted Low Income Weatherization Program	03/01/13 - 11/30/13	\$54,850	\$0	\$0	\$0	\$54,850	-	4/9/2013
158	DOE Weatherization Assistance Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	4/9/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/13 - 06/30/14	\$35,000	\$0	\$0	\$0	\$35,000	0.65	4/16/2013
158	Basic Transportation Needs Fund Bus Pass Program	09/01/12 - 08/31/13	\$5,790	\$0	\$0	\$0	\$5,790	-	4/16/2013
158	Coming of Age (CNCS)	04/01/13 - 03/31/14	\$16,832	\$309,604	\$15,149	\$0	\$341,585	6.00	4/23/2013
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards	04/01/13 - 03/31/14	\$100,000	\$0	\$0	\$0	\$100,000	-	4/30/2013
158	Comprehensive Energy Assistance Program	01/01/13 - 12/31/13	\$2,637,219	\$0	\$0	\$0	\$2,637,219	4.00	4/30/2013
158	AmeriCorps*	08/01/12 - 07/31/13	\$291,671	\$487,203	\$0	\$0	\$778,874	31.00	5/21/2013
149	CAMPO Surface Transportation Program- Metropolitan Mobility; Blake-Manor Shared Use Path	05/21/13 - until complete	\$2,208,400	\$651,715	\$0	\$145,866	\$3,005,981	-	5/21/2013
147	Fire Mitigation Assistance Grant- Perdnales Fire #2959	09/04/11	\$306,990	\$0	\$0	\$0	\$306,990	-	5/28/2013
147	Fire Mitigation Assistance Grant- Steiner Ranch Fire #2960	09/04/11	\$204,379	\$0	\$0	\$0	\$204,379	-	5/28/2013
158	Comprehensive Energy Assistance Program #58120001710	04/01/13 - 07/31/13	\$1,263,589	\$0	\$0	\$0	\$1,263,589	-	5/28/2013

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
147	Fire Mitigation Assistance Grant- Hodde Lane Fire #2957	09/04/11	\$20,951	\$0	\$0	\$0	\$20,951	-	6/11/2013
149	Pace Bend Park Low Water Boat Ramp	09/04/11	\$80,460	\$0	\$26,820	\$0	\$107,280	-	6/18/2013
158	Low Income Home Energy Assistance Program (LIHEAP)	04/01/13 - 03/31/14	\$823,394	\$0	\$0	\$0	\$823,394	-	7/23/2013
149	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)	8/31/13 - 8/31/15	\$2,356,310	\$0	\$0	\$0	\$2,356,310	2.80	7/30/2013
149	LIRAP Local Initiative Projects (LIP) Counterfeit Motor Vehicle Inspection Program (CMVIP)	8/31/13 - 8/31/15	\$1,716,162	\$7,000	\$0	\$0	\$1,723,162	0.50	7/30/2013
117	Southeast Travis County Historical Survey	10/01/12 - 09/30/14	\$7,500	\$0	\$6,000	\$1,500	\$15,000	0.00	8/6/2013
137	Vision Summit	01/01/13 - 09/30/13	\$78,147	\$0	\$0	\$0	\$78,147	0.00	8/13/2013
158	Basic Transportation Needs Fund (Capital Metro Pass Program)	09/01/13 - 08/31/14	\$5,790	\$0	\$0	\$0	\$5,790	0.00	8/13/2013
158	Comprehensive Energy Assistance Program #58120001710*	04/01/13 - 07/31/13	\$1,263,589	\$0	\$0	\$0	\$1,263,589	4.00	8/20/2013
158	Comprehensive Energy Assistance Program #58130001651*	01/01/13 - 12/31/13	\$2,898,329	\$0	\$0	\$0	\$2,898,329	4.00	8/20/2013
158	AmeriCorps	08/01/13 - 07/31/14	\$298,671	\$500,191	\$0	\$0	\$798,862	31.00	8/20/2013
119	Other Victim Assistance Grant	09/01/13 - 08/31/13	\$42,000	\$0	\$13,236	\$0	\$55,236	1.00	9/3/2013
122	Texas Bar Historical Foundation	07/24/13 - comp.	\$2,829	\$0	\$0	\$0	\$2,829	0.00	9/3/2013
123	Title IV-E Legal Administration*	10/01/13 - 09/30/13	\$1,938,612	\$0	\$0	\$0	\$1,938,612	14.00	9/3/2013
158	Coming of Age	04/01/13 - 03/31/14	\$35,163	\$324,753	\$0	\$0	\$359,916	4.00	9/3/2013
119	Underage Drinking Prevention Program	10/01/13 - 09/30/14	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	9/10/2013
112	Statewide Automated Victim Notification Service	09/01/13 - 08/31/14	\$31,665	\$0	\$0	\$0	\$31,665	0.00	9/17/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Juvenile Accountability Block grant Local Assessment Center	09/01/13 - 08/31/14	\$61,334	\$6,815	\$0	\$0	\$68,149	1.20	9/17/2013
145	Substance Abuse and Mental Health Services Administration Drug Court	09/30/13 - 09/29/14	\$199,970	\$0	\$0	\$0	\$199,970	0.00	9/17/2013
			\$34,807,415	\$2,687,308	\$311,442	\$202,366	\$38,008,531	131.23	

\*Amended from original agreement.

FY 2013 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC				Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request	Total Request				
137	Child Abuse Victim Services Personnel**	09/01/12 - 08/31/13	\$8,920	\$0	\$8,920	1.00	10/31/2012	8/14/2012	Yes	
119	Family Violence Accelerated Prosecution Program	09/01/12 - 08/31/13	\$12,620	\$0	\$12,620	1.00	10/31/2012	8/21/2012	Yes	
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$10,922	\$0	\$10,922	1.00	10/31/2012	8/28/2012	No	
124	Travis County Veterans Court	09/01/12 - 08/31/13	\$25,630	\$0	\$25,630	2.00	10/31/2012	8/28/2012	Yes	
142	Drug Diversion Court	09/01/12 - 08/31/13	\$10,144	\$0	\$10,144	1.00	10/31/2012	8/28/2012	Yes	
145	Juvenile Accountability Block Grant- Local Assessment Center	09/01/12 - 08/31/13	\$13,747	\$0	\$13,747	1.00	11/30/2012	8/28/2012	Yes	
145	Residential Substance Abuse Treatment Program	10/01/12 - 09/30/13	\$15,046	\$0	\$15,046	1.00	12/31/2012	8/28/2012	Yes	
158	Parenting in Recovery (PIR) FY 12	09/30/12 - 09/29/13	\$94,630	\$0	\$94,630	-	12/31/2012	9/25/2012	Yes	
158	Parenting in Recovery (PIR) FY 13	09/30/12 - 09/29/13	\$84,756	\$0	\$84,756	-	12/31/2012	10/2/2012	Yes	
158	Comprehensive Energy Assistance Program	1/1/2013- 12/31/2013	\$29,196	\$200,000	\$229,196	4.00	3/31/2013	1/8/2013	Yes	
158	Low Income Home Emery Program	04/01/13 - 03/31/14	\$0	\$100,000	\$100,000	-	6/30/2013	4/2/2013	No	
158	Comprehensive Energy Assistance Program**	1/1/2013- 12/31/2013	\$29,196	\$300,000	\$329,196	4.00	6/30/2013	4/2/2013	Yes	
158	AmeriCorps Grant Program	08/01/13 - 07/31/14	\$100,540	\$7,300	\$107,840	31.00	9/30/2013	7/30/2013	No	

FY 2013 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request				
119	Family Violence Accelerated Prosecution Program	09/01/2013 - 08/31/2014	\$13,150	\$0	\$13,150	1.00	10/31/2013	8/27/2013	No
119	Other Victim Assistance Grant Program	09/01/2013 - 08/31/2014	\$9,286	\$0	\$9,286	1.00	10/31/2013	8/27/2013	No
122	Family Drug Treatment Court	09/01/2013 - 08/31/2014	\$5,422	\$0	\$5,422	1.00	9/30/2013	8/27/2013	No
124	Veterans' Court Program	09/01/2013 - 08/31/2014	\$13,801	\$0	\$13,801	2.00	10/31/2013	8/27/2013	No
137	Child Abuse Victim Services Personnel Program	09/01/2013 - 08/31/2014	\$8,852	\$0	\$8,852	1.00	10/31/2013	8/27/2013	No
142	Drug Diversion Court Program	09/01/2013 - 08/31/2014	\$10,376	\$0	\$10,376	1.00	10/31/2013	8/27/2013	No
145	Juvenile Accountability Block Grant Local Assessment Center Program	09/01/2013 - 08/31/2014	\$9,800	\$0	\$9,800	1.00	10/31/2013	8/27/2013	No
145	Trauma Informed Assessment and Response Program	09/01/2013 - 08/31/2014	\$5,966	\$0	\$5,966	0.50	10/31/2013	8/27/2013	No
145	Austin/Travis County Integral Care Community Partners for Children Coordinator	09/01/2013 - 08/31/2014	\$10,250	\$0	\$10,250	1.00	10/31/2013	8/27/2013	No
145	Texas Juvenile Justice Department Grants	09/01/2013 - 08/31/2014	\$405,477	\$0	\$405,477	72.00	10/31/2013	8/27/2013	No
137	Adult Probation DWI Court	09/01/13 - 08/31/14	\$52,519	\$0	\$52,519	4.00	11/30/2013	9/10/2013	No
Totals			\$980,246	\$607,300	\$1,587,546	132.50			



**TRAVIS COUNTY  
FY 13 GRANT SUMMARY SHEET**

<b>Check One:</b>	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
<b>Department/Division:</b>	Juvenile Probation	
<b>Contact Person/Title:</b>	Maya Duff/Grant Coordinator	
<b>Phone Number:</b>	512-854-7046	

<b>Grant Title:</b>	Travis County Juvenile Treatment Drug Court- SAMHSA/CSAT		
<b>Grant Period:</b>	From: <input type="text" value="Sep 30, 2013"/>	To: <input type="text" value="Sep 29, 2014"/>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Substance Abuse and Mental Health Services Administration (SAMHSA)/ Center for Substance Abuse Treatment (CSAT)		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Originating Grantor:</b>			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 223,749	\$ 0	\$ 0	\$ 0	\$ 223,749
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 3,921	\$ 0	\$ 0	\$ 0	\$ 3,921
<b>Totals:</b>	<b>\$ 227,670</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 227,670</b>
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+   - Applicable Departmental Measures					
1.	Number of Staff Trained	n/a	n/a	n/a	7
2.					
3.					
+   - Measures for the Grant					
1.					
Outcome Impact Description					
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

**PBO Recommendation:**

The Juvenile Probation Department is requesting Commissioners Court permission to apply for an administrative supplement of \$27,700 from the Substance Abuse and Mental Health Services Administration (SAMHSA)/ Center for Substance Abuse Treatment (CSAT) for the Travis County Juvenile Treatment Drug Court program. With the supplement, the total grant award would increase from \$199,970 to \$227,670.

The department indicates that the additional funds will be used to pay for consulting and training to continue the work of evidence-based practices (EBP) in substance abuse treatment programs in the Juvenile Probation Department.

PBO recommends approval of this request and amendment.

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

With a \$27,700 administrative supplement from SAMHSA, Travis County Juvenile Probation Department (TCJPD) will contract with a provider to continue and expand the use of the GAIN (Global Appraisal of Individual Needs), utilization of the GAIN ABS (Assessment Building System), its data management services and the training (1-Administrative slot and 2 Clinical slots) as well as project coordination. TCJPD will also contract for additional A-CRA staff training and certification, Evidence Based Training (EBT) coordination and to maintain the EBTx Account; this will help program managers and evaluators work together to develop, implement, evaluate, improve, and sustain evidence-based practices (EBP) in substance abuse treatment programs.

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

There are no long term County funding requirements of this grant.

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

No match required

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

The original grant allows for a 2% indirect cost; however, the supplemental does not allow indirect cost.

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

No. The Department intends to request subsequent year continuation funding for Drug Court through proposals submitted to the Federal and State Government, as well as private foundations. As previous presented to the court, the County will have the opportunity to consider investment in the Juvenile Treatment Drug Court.

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

N/A

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

This supplement will increase the number of staff trained to administer components of the Drug Court Program. The impact will be recognized in improved compliance to rules of probation, reductions in recidivism, and lower rates of referral to TJJD.



## TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

TO: Aerin Toussaint, PBO  
Budget Analyst

FROM: *Estela P. Medina*  
Estela P. Medina  
Chief Juvenile Probation Officer

THROUGH: *Lisa Eichelberger*  
Lisa Eichelberger  
Business Analyst III

SUBJECT: Administrative Supplement Request for Juvenile Treatment Drug Court- Substance Abuse and Mental Health Services Administration (SAMHSA) and the Center for Substance Abuse Treatment (CSAT)

DATE: September 14, 2013

Travis County Juvenile Probation Department has been given the opportunity to request an administrative supplement of \$27,700 to support the Juvenile Treatment Drug Court from SAMHSA. This is due to a change in SAMHSA's contract providers for FY14. The supplement will be used to provide training and technical assistance for the GAIN assessment and the ACRA program, two critical components of the Juvenile Treatment Drug Court.

We request that the item be placed on the **September 24<sup>th</sup>** Commissioner's Court agenda for their consideration and action. If you have any questions, please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly  
Patty Lennon  
Darryl Beatty  
Emmitt Hayes  
Kathy Smith  
Sylvia Mendoza  
Grant File

---

Estela Medina  
Travis County  
2515 South Congress Avenue  
Austin, TX 78704

Dear Ms. Medina,

In an e-mail dated September 5, 2013, the Substance Abuse and Mental Health Services Administration (SAMHSA) received Travis County Juvenile Treatment Drug Courts interest in administrative supplemental funds to cover the costs of continuing to implement the Global Appraisal of Individual Needs (GAIN) under grant TI020920. In order for SAMHSA to process the request, the grantee must submit a formal request, which documents the use of the funds, as detailed below.

As you may be aware, SAMHSA's contract with Chestnut Health Systems to provide training and technical assistance on Adolescent Community Reinforcement Approach (A-CRA)/Assertive Continuing Care (ACC) and GAIN ended on September 3, 2013. The use of A-CRA/ACC and GAIN are required under grant TI020920. In order to ensure that the project continues to receive necessary training and technical assistance, SAMHSA has \$27,700 available in supplemental funds to cover continued training, coaching, monitoring, and certification for A-CRA/ACC and GAIN from October 1, 2013 to September 29, 2014. To request these funds the grantee must submit the following information to SAMHSA by close of business on Friday, September 13, 2013:

- A narrative explanation, which specifies how the project will use the \$27,700 in supplemental funds. In developing this explanation, SAMHSA recommends that TCJPD thoroughly assesses its continued training and technical assistance needs for A-CRA/ACC and GAIN from October 1, 2013 to September 29, 2014.
- A detailed budget justification regarding the \$27,700 in supplemental funds. Please refer to the sample budget with non-matching funds, which can be accessed at: [Sample Budget with Non-matching Funds - Revised November 2012 \(DOC 47KB\)](#).

The above documents must be sent electronically to Holly Rogers, Kenneth Robertson, and Debbie Dunne at: [Holly.Rogers@samhsa.hhs.gov](mailto:Holly.Rogers@samhsa.hhs.gov), [Kenneth.Robertson@samhsa.hhs.gov](mailto:Kenneth.Robertson@samhsa.hhs.gov), and [Debbie.Dunne@samhsa.hhs.gov](mailto:Debbie.Dunne@samhsa.hhs.gov). If SAMHSA does not receive the requested information from by the above due date, then SAMHSA will no longer provide the opportunity to request supplemental funding.

If you have any questions, then please contact Holly Rogers (240-276-2916) or Debbie Dunne (240-276-0409).

Sincerely,

Twyla Adams

Chief

Targeted Populations Branch

**SAMSHA Administrative Supplemental Narrative: Grant Number TI020920**

With a \$27,700 administrative supplement from SAMHSA, Travis County Juvenile Probation Department (TCJPD) will contract with a provider to continue and expand the use of the GAIN (Global Appraisal of Individual Needs), utilization of the GAIN ABS (Assessment Building System), its data management services and the training (1-Administrative slot and 2 Clinical slots) as well as project coordination. TCJPD will also contract for additional A-CRA staff training and certification, Evidence Based Training (EBT) coordination and to maintain the EBTx Account; this will help program managers and evaluators work together to develop, implement, evaluate, improve, and sustain evidence-based practices (EBP) in substance abuse treatment programs.

The GAIN I assessment is conducted on drug court participants upon entry into the program; the GAIN M-90 is conducted on participants at 3 months, 6 months, and 12 months into the program. The GAIN has been implemented and utilized at TCJPD since 2007; in house clinicians are certified to administer this assessment. The administrative supplement from SAMHSA will cover the cost of training 1 Administrator and 2 Clinicians to administer this assessment. It will also cover the cost to manage the data associated with the GAIN.

The A-CRA, an evidence based approach, is a part of the Travis County Juvenile Treatment Drug Court that TCJPD would like to expand. Ideally, TCJPD wishes for all counselors to be certified in this area. The administrative supplement from SAMHSA would allow TCJPD to continue to train staff in A-CRA. Continued training in both ACRA and GAIN will promote sustainability within this project once grant funds are exhausted, so that TCJPD can continue to carry out the activities of this program internally.

x \_\_\_\_\_

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

Judge Samuel T. Biscoe  
County Judge  
Travis County

**SAMSHA Administrative Supplemental Budget and  
Justification  
(No match required)**

**A. Personnel: No Personnel Requested**

**FEDERAL REQUEST- \$0**

<b>Position</b>	<b>Name</b>	<b>Annual Salary/Rate</b>	<b>Level of Effort</b>	<b>Cost</b>

**B. Fringe Benefits: No Personnel requested**

**FEDERAL REQUEST- \$0**

<b>Component</b>	<b>Rate</b>	<b>Wage</b>	<b>Cost</b>

**C. Travel: No Travel Budget Requested**

**FEDERAL REQUEST - \$0**

**D. Equipment: No equipment requested**

**FEDERAL REQUEST – \$0**

**E. Supplies: No supplies requested**

**FEDERAL REQUEST - \$0**

**F. Contract:**

Contract costs requested to continue the use of the GAIN ABS Screening tool.

**FEDERAL REQUEST - \$14,600**

<b>Name</b>	<b>Service</b>	<b>Rate</b>	<b>Other</b>	<b>Cost</b>
GAIN ABS Screening Tool	License authorized user	\$1,800/yr		\$1,800
GAIN Data Management	Data statistical analysis	\$7,000/yr		\$7,000
Project Coordination	Technical assistance	\$3,800/yr		\$3,800
EBTx Account	Secured Web account	\$600/yr		\$600
EBT Coordination	Technical Assistance	\$2,000/Yr		\$2,000
			<b>TOTAL</b>	<b>\$15,200</b>

**JUSTIFICATION: Explain the need for each contractual agreement and how it relates to the overall project.**

- (1) User license agreement 1yrs \$1,800 user fee for up to 15 users/year and 600 interviews/month.
- (2) The GAIN Data Management team will work with our Travis County Drug Court Team to provide us with data review and report feedback on uploaded data to ensure accuracy. The GAIN Data Management Team will also create and distribute analytic data and statistical reporting to the Travis County Drug Court Team on a monthly basis for one year on unlimited data submitted by Travis County through the GAIN ABS tool.
- (3) The Gain Coordination Center will provide technical assistance on the GAIN instruments, training to web applications and evaluation per year.
- (4) Secured web site account used to upload digital session recordings for review and evaluation. One year service.
- (5) Technical Assistance from the EBT Coordinator for up to six staff members.

**G. Construction: No Construction Request**

**H. Other: Training Expenses Requested**

**FEDERAL REQUEST - \$12,500**

<b>Item</b>	<b>Rate</b>	<b>Cost</b>
GAIN Training Administration	Gain Training Administrator \$2,400/person	\$2,400
GAIN Training Clinical	Gain Training Clinical \$2,800/person X 2	\$5,600
ACRA Training	ACRA Certification \$1125/person X4	\$4,500
<b>Total</b>		<b>\$12,500</b>

**JUSTIFICATION:**

- (1) Local Trainer certification for 1 staff member who will train others at our agency to administer the assessment and recommend the staff we train for Site Interviewer certification.
- (2) Two Staff members will attend and learn practical skills to help them implement, monitor, evaluate and sustain EBPs within their substance abuse treatment programs. Web certification course \$2800/ person
- (3) 4 staff members to attend 3.5 day training at \$600/person, Training material at \$250/person and a rating manual at \$150/person: minimum of an additional cost of \$500 per site required to complete training session

**Indirect Cost Rate:** Indirect costs can only be claimed if your organization has a negotiated indirect cost rate agreement. It is applied only to direct costs to the agency as allowed in the agreement. For information on applying for the indirect rate go to: <http://www.samhsa.gov> then click on Grants – Grants Management – Contact Information – Important Offices at SAMHSA and DHHS - HHS Division of Cost Allocation – Regional Offices.

**FEDERAL REQUEST**

0% of personnel and fringe (.0 x \$27,700)

**\$0**

=====

**TOTAL DIRECT CHARGES:**



**TRAVIS COUNTY  
FY 13 GRANT SUMMARY SHEET**

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
<b>Department/Division:</b>	District Attorney's Office	
<b>Contact Person/Title:</b>	Stephen Marquez / Senior Financial Analyst	
<b>Phone Number:</b>	854-9900	

<b>Grant Title:</b>	Title IV-E Legal Administration		
<b>Grant Period:</b>	From: <input type="text" value="10/1/2013"/>	To: <input type="text" value="9/30/2014"/>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Texas Department of Family and Protective Services		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
<b>Originating Grantor:</b>	U.S. Health and Human Services Dept. - Administration of Children and Family		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 1,518,944	\$ 0	\$ 0	\$ 0	\$ 1,518,944
Operating:	\$ 77,470	\$ 0	\$ 0	\$ 0	\$ 77,470
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 500,941	\$ 0	\$ 0	\$ 0	\$ 500,941
<b>Totals:</b>	<b>\$ 2,097,355</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 2,097,355</b>
<b>FTEs:</b>	<b>17.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>17.00</b>

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

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+   - Applicable Departmental Measures					
1.	# petitions served	434	457	450	450
2.	# hearings held	4073	4000	4000	4000
3.					
+   - Measures for the Grant					
1.					
	Outcome Impact Description				
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

**PBO Recommendation:**

This is the annual request for reimbursement of Title IV-E funds for the District Attorney's Office work on foster care cases. PBO recommends approval.

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

Travis County's contract with the Texas Department of Family and Protective Services allows Travis County to bill for some of the costs incurred by the District Attorney's Office in handling foster care cases. The Title IV-E program provides for partial reimbursement of certain legal costs associated with these judicial determinations. The contract was approved last year by the Court and is auto-renewed every fiscal year through September 30, 2018.

The attached Allocation Plan and Budget is an estimate of salaries, fringe benefits, direct costs and indirect costs that may be submitted for partial reimbursement during FY 14\*.

Reimbursement formula = (cost allocated salaries and fringe benefits + supplies + other direct costs + indirect costs) x FY13 3rd quarter Travis County's Title IV-E caseload percentage x .50

Training reimbursement Formula (Title IV-E related) = Seminar registration costs + travel, meals and lodging costs x .75

\*The \$2,097,355 amount on page 1 is an estimate of the allowable costs that may be submitted for PARTIAL reimbursement. The maximum estimated reimbursement total is \$330,416. Each quarter, the Travis County Title IV-E caseload percentage is revised which effects actual reimbursements. Federal funds are apportioned to the State for disbursement.

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

The District Attorney's Office files civil suits involving the parent-child relationship on behalf of the Texas Department of Family and Protective Services. This responsibility is mandated by the Texas Family Code 264.009. If Title IV-E funds were not available for partial reimbursement of expenses, the responsibility would still remain.

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

This request is for partial reimbursement of costs for an on-going program that was in operation before partial federal reimbursement was available. Travis County has received Title IV-E federal financial participation since FY 96.

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

Yes.

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

The District Attorney's Office files civil suits involving the parent-child relationship on behalf of the Texas Department of Family and Protective Services. This responsibility is mandated by the Texas Family Code 264.009.

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

N/A

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

This program allows Travis County to receive partial reimbursement for a mandated responsibility.

The Federal Funding Accountability and Transparency Act (FFATA) certifications enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signer cannot certify all of the statements contained in this section, Signer must provide written notice to DFPS detailing which of the below statements it cannot certify and why.**

Did your organization complete the CCR registration?  Yes  No

Enter Your Dun & Bradstreet (D&B) DUNS Number, and its parent if applicable: 03-090-8842

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?  Yes  No  N/A (if entity does not generate income)

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.  
If your answer is "No" or N/A, answer questions "A" and "B".

**A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?  Yes  No

**B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?  Yes  No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".  
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

**C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?  Yes  No  N/A (if entity reports through some other means, state how: )

If your answer is "No" you must provide compensation information to DFPS for FFATA reporting. If N/A, you may still be required to supply compensation information pending DFPS or federal awarding agency approval.

### FFATA Certifications

As the duly authorized representative (Signatory) of the Contractor named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete and correct to the best of my knowledge.

<b>Nicki Riley</b>	
<b>Printed Name of Authorized Representative</b>	<b>Signature of Authorized Representative</b>
<b>Travis County Auditor</b>	
<b>Title of Authorized Representative</b>	<b>Date</b>
<b>Travis County</b>	<b>23940106</b>
<b>Legal Name of Contractor</b>	<b>Contract Number</b>

### Risk Analysis Questionnaire

<b>Contract Name:</b>	Travis County Legal	
<b>Contract Number:</b>	23940106	FY 2014
Please provide the person's name and number to contact if additional information is needed:	Stephen Marquez 512-854-9900	

1. Do you currently have other active contracts with DFPS or any other entity either within or outside of Texas [federal, state (ISD, University), county, private business]?

Yes  No

If yes, please provide the contract number and indicate which of the following payment types is utilized for the contract:

<b>Fixed Price</b>	Contract is for a firm fixed price. Payments are not affected by contractor actual costs.
<b>Cost Reimbursement</b>	Contractor is reimbursed for allowable costs.
<b>Fee For Service</b>	Contractor is paid a set fee per unit of service. Typically rates are negotiated with the individual vendor and may apply only to that vendor. An independent rate setting process does not exist for the contracted service.
<b>Rate Based Payments</b>	Contractor is paid at a pre-determined rate or fee per unit of service, which was established through a rate setting process. The rate setting process typically applies to multiple contractors who provide the service.
<b>Blended Foster Care Rate</b>	The blended foster care rate is the HHSC -developed rate equal to the weighted average rate across all placement types that DFPS pays under a Single Source Continuum Contract for each day of service provided to a child or youth in paid foster care.
<b>Blended Foster Care Case Rate</b>	The blended foster care case rate is the rate paid under a Single Source Continuum Contract for each day of service provided to each child or youth as measured against an established length of stay baseline formulated by HHSC for each defined age category or "strata" of children/youth.
<b>Exceptional Foster Care Rate</b>	An exceptional foster care rate applies to a limited number of situations and/or days under a Single Source Continuum Contract where a child requires extraordinary care. The exceptional foster care rate is developed using historical costs of delivering similar services, where appropriate data are available, and estimating the basic types of costs of products and services necessary to deliver services meeting federal and state requirements.
<b>Other</b>	Any other payment type not defined above.

Contract Number  
582-13-30092  
Travis County  
Environmental  
Crimes  
Prosecutor  
(Tx Commission  
on  
Environmental  
Quality

Payment Type  
Cost reimbursement

Contract Number  
n/a-Interlocal with  
City of Austin  
Downtown  
Business District

Payment Type  
Cost reimbursement

1442763 -  
Victims  
Coordinator  
Liaison Grant  
(Office of the  
Attorney  
General)

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**RAI Factors #2 & #4**

2. Check the appropriate time period since your last audit (e.g., annual financial statement audit, compliance audit,) was completed by an independent auditor, including other state/federal agency.

- Within 21 months     Within 22-34 months     35 months or more OR No Audit completed

Describe the type of audit completed:    Financial Audit and Single Audit

**RAI Factor #15**

3. Type of Related Party Transactions: "Doing business" refers to business activities such as purchasing or leasing (e.g., a building, a computer, or a vehicle) and/or obtaining a service (e.g., legal services, accounting services, banking services), even if the purchase/lease/service is provided at no charge, from anyone related by blood, adoption or marriage to a member of your Board of Directors; a principal stockholder; or a key employee.

**Does your agency do business with any of the above-mentioned parties for the following?**

- |   |                              |  |
|---|------------------------------|--|
| Non-Compensated Services                      | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Compensated non-recurring Services            | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Compensated Consulting or Management Services | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Compensated Building Leasing                  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Compensated Transportation                    | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Compensated Goods and Services or Labor       | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| For-Profit Affiliated with Non-Profit         | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Owned/Operated by Same or Related Entity      | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Parent/Subsidiary Relationship                | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

**RAI Factor #10**

4. The percentage of total expenditures paid out to Subcontractors in a fiscal year as allowable by contract.

- 0%       No More than 30%       31% to 50%       More than 50%

RAI Factor #9

5. Experience of key management staff:

*Note: Fiscal components refer to the financial aspect of the contract. Programmatic components refer to the program side of the contract, such as monitoring that services are provided to clients, monitoring the quality of the service delivery, ensuring compliance to the service provisions in the contract.*

<b>Executive Director, Sole Proprietor, President or Equivalent</b>	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs
---	--	--	--

<b>Accounting (Comptroller, Chief Financial Officer, Business Mgr, etc.)</b>	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs
--	--	--	--

<b>Program Director, Program Coordinator or Equivalent</b>	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs
--	--	--	--

RAI Factor #7

6. Check the appropriate box below regarding any significant changes in key management staff during the identified timeframes:

- No significant change in last 2 years
- Significant change in key management staff within:     Last 2 years     Last 12 months

RAI Factor #7

7. Total Contractor Experience

Check the appropriate box below for your organization's total contractor experience (including experience with non-DFPS agencies) providing the type of service being contracted.

- 0 to 12 months     13 to 35 months     36 to 59 months     60 or more months

RAI Factor #8

8. Check the appropriate box below regarding any significant change in direct delivery and billing staff during the designated timeframes:

No significant change in last 2 years

Significant change in direct delivery and billing staff within:  Last 2 years  Last 12 months

RAI Factor #8

**CERTIFICATION**

Signed by an individual with documented authority as designated by the business entity.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT, AND COMPLETE.

---

Signature and Date

---

Printed Name and Title



**TRAVIS COUNTY  
FY 13 GRANT SUMMARY SHEET**

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	HHSVS / FSS	
Contact Person/Title:	Lisa Sindermann / Financial Analyst Lead	
Phone Number:	512-854-4594	

Grant Title:	Atmos Energy Sharing the Warmth / MAACLink		
Grant Period:	From: <input type="text" value="10/01/2013"/>	To: <input type="text" value="09/30/2014"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Local: <input checked="" type="checkbox"/>
Grantor:	Atmos Energy		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 10,000	\$ 0	\$ 0	\$ 0	\$ 10,000
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 300	\$ 0	\$ 0	\$ 0	\$ 300
<b>Totals:</b>	<b>\$ 10,300</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 10,300</b>
FTEs:	0.00	0.00	0.00	0.00	0.00

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

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ -		Applicable Departmental Measures			
1.	Number of Individuals receiving utility assistance	28,358	15,000	15,000	
2.					
3.					
+ -		Measures for the Grant			
1.	Number of Households receiving utility assistance through Atmos Energy Sharing the Warmth Program	129	116	114	
Outcome Impact Description		Utility assistance provided by this program is to address a household energy crisis situation with households facing financial distress. This program's funding is to assist qualified households who are customers of Atmos Energy.			
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

**PBO Recommendation:**

Health and Human Services and Veterans Service is requesting Commissioners Court approval of the annual contract with the Atmos Energy Corporation to continue the Share the Warmth Program. The grant provides utility assistance for those qualified households needing assistance with their Atmos Energy natural gas bills. The estimated award is \$10,300. An indirect cost amount of \$300 has been included in this grant award.

There is no County match or long term commitment requirements of the program. In addition, Atmos Energy will no longer send Travis County quarterly checks for the program, but will allocate funds for Travis County in the MAACLink system which will be used by department funds to allocate assistance funds to the affected individuals.

PBO recommends approval to continue the existing program.

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

The funds given for this Sharing the Warmth assistance program will provide needed assistance to customers of Atmos Energy experiencing an energy crisis due to financial distress. Those qualified Travis County residents must be natural gas utility customers of the company. Atmos Energy serves natural gas customers in the northeast portion of the County.

With this agreement, Atmos Energy will allocate program funding for Travis County in the MAACLink system. The department's staff will have access to the system and will record the granted assistance to the clients in the MAACLink system from Travis County's allocation. Administrative fees will be paid monthly to Travis County based on the number of customers/clients processed within the month.

Travis County will no longer receive checks from Atmos Energy to be used as program assistance funding.

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

No additional funds are required.

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

There is no commitment by the Commissioners Court to fund these services if funds are discontinued.

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

The program agreement is allowing for a 3% administrative fee to be paid monthly to Travis County based on the number of approved clients recorded in the MAACLink system.

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

Yes

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

N/A

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

Travis County Health and Human Services and Veterans Service Family Support Services division staff will perform client eligibility interviews with clients seeking utility assistance provided by this program and the other programs available through the department. This program allocation will be used as utility assistance for qualified Travis County residents who are customers of Atmos Energy and are experiencing an energy crisis due to financial distress.

The division staff will record the assistance granted to the clients in the MAACLink system using the Sharing the Warmth program allocation for Travis County.



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

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

**DATE:** September 10, 2013

**TO:** MEMBERS OF THE COMMISSIONERS COURT

**FROM:**

*Sherri E. Fleming*

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

**SUBJECT:** Acceptance of 2013 Atmos Energy/MAACLink Sharing the Warmth Program Contract

**Proposed Motion:** Consider and take appropriate action to approve the contract with Atmos Energy Corporation/MAACLink for the Sharing the Warmth Program for 2013.

**Summary and Staff Recommendation:** Staff requests the acceptance of this contract from Atmos Energy Corporation/MAACLink. Atmos Energy had established the Sharing the Warmth fund to which charitable contributions are made for the use of assistance to eligible households. The department will use this program funding to provide utility assistance for those qualified households needing assistance with their Atmos Energy natural gas bills.

Atmos Energy will allocate funds for Travis County in the MAACLink system to be used for this program's assistance. The department's staff will access the MAACLink system and will record the granted assistance for qualified clients in the system from Travis County's allocation. The anticipated program allocation from Atmos Energy for this Sharing the Warmth program is estimated at \$10,000. This is based on the past program funds received. Administrative fees at the rate of three percent (3%) will be paid monthly to Travis County based on the number of clients/customers processed in the system within a month.

**Budgetary and Fiscal Impact:** We will utilize the allocated funds for direct service of utility assistance. Travis County will not receive these funds as they will be internally allocated in the MAACLink system by Atmos Energy. Travis County will receive the administrative costs from MAAC at the rate of 3% and will deposit these funds in an administrative costs GL. No

matching funds are required for this contract. The contract period will begin October 1, 2013. The contract has a term of one year from the effective date. The contract agreement will renew automatically for successive one year periods. The contract will terminate upon receipt of a written notice from either party requesting the termination.

**Issues and Opportunities:** The funds given by this program are a means to provide needed assistance to persons in financial distress who need to meet their energy related costs. Those qualified must be Travis County residents and natural gas utility customers of Atmos Energy Corporation. The Atmos Energy service area is located in the northeast portion of Travis County. Within the last program year, the department has assisted 116 households with funds provided by this program.

cc: Leslie Browder, County Executive, Planning and Budget Office  
Aerin Toussaint, Budget Analyst Sr., Planning and Budget Office  
Nicki Riley, CPA, Travis County Auditor  
Cynthia Sayles, Auditor Analyst III, County Auditors Office  
Cyd Grimes, CPM, Travis County Purchasing Agent  
Mary Etta Gerhardt, Assistant County Attorney  
Jim Lehrman, Social Services Director, Family Support Services



## SHARING THE WARMTH AGREEMENT

This Sharing the Warmth Agreement ("**Agreement**"), including all exhibits (A, B, C) is made and entered into as of the October 1, day of 2013, ("**Effective Date**") by and between Atmos Energy Corporation, a Texas and Virginia corporation ("**Atmos Energy**") and Travis County, a political subdivision of the State of Texas ("**Agency**").

### BACKGROUND:

Atmos Energy and Agency recognize the need for providing charitable assistance to persons in financial distress to meet energy related costs essential to their health and welfare.

Atmos Energy has developed the Sharing the Warmth Program ("Sharing the Warmth") as a supplement to government and community aid programs designed to assist persons in financial distress pay their natural gas bill from Atmos Energy.

Agency has the authority to provide charitable assistance to persons in financial distress, and Agency recognizes that Sharing the Warmth is a program for providing charitable assistance to individuals.

Atmos Energy will act merely as a conduit for contributions made by others so that Agency and such other nonprofit charitable organizations can use and apply such contributions for the charitable purposes of the Sharing the Warmth Program in meeting the needs of the poor, disabled, sick and disadvantaged for gas service.

### AGREEMENT:

In consideration of the mutual covenants hereinafter set forth, Atmos Energy and Agency hereby agree as follows:

#### 1. Sharing the Warmth

Agency acknowledges that Atmos Energy has established Sharing the Warmth and that said program is funded by voluntary contributions from Atmos, its customers, employees and third parties. Agency further acknowledges that the policies and procedures governing the collection and the disbursement of the funds contributed to Sharing the Warmth (the "**Sharing the Warmth Funds**") shall be established and may be modified by Atmos Energy from time to time (with written notice to Agency), provided that Sharing the Warmth Funds shall always be disbursed to one or more Agencies, and shall never be retained by Atmos for any other purpose.

#### 2. Funds

Any Sharing the Warmth Funds obtained by Atmos Energy are deemed to be collected on behalf of one or more Agencies for the purposes described above. Atmos Energy will act merely as a conduit for contributions made by others so that Agency and such other nonprofit charitable organizations can use and apply such contributions for the charitable purposes of the Sharing the Warmth Program.

#### 3. Fund Guidelines

The Agency shall have the sole right to determine who receives the Sharing the Warmth Funds (such person being a "**Beneficiary**") subject, however, to the terms of this Agreement, including the following conditions and restrictions:

3.1 Agency is required to process all Sharing the Warmth pledges using both Atmos Energy's web site and MAACLINK pursuant to the MAACLINK agreement attached to this Agreement as Exhibit D.

3.2 A Beneficiary is eligible to receive Sharing the Warmth assistance up to 3 times per rolling 12 month. Period.

3.3 Although a Beneficiary does not have to meet federal poverty income guidelines in order to be eligible to receive Sharing the Warmth Funds, such Beneficiary shall be a person experiencing financial hardship as determined by Agency guidelines.

3.4 A Beneficiary must be the named person or full-time resident on the Atmos gas account for which assistance is being requested.

3.5 Sharing the Warmth Funds may only be used to pay Atmos Energy natural gas bills, which may include, without limitation, customary monthly charges, past due amounts, late fees, deposits and service charges.

3.6 Sharing the Warmth Funds may also be used to replace or repair the main customer owned natural gas supply line(s) necessary to provide safe operation and restore services.

3.7 A Beneficiary will not be entitled to receive Sharing the Warmth Funds unless the Beneficiary has executed an information release form granting Atmos Energy the right to share Beneficiary's payment history, account balance and other information with Agency and other parties as necessary to perform the services set forth in this Agreement. The release described above will be in the form attached hereto as Exhibit "B," "Agreement Concerning Use of Account Information and Release of Atmos Energy Corporation," and all original executed copies shall be kept on file at the offices of Agency.

3.6 All information received by Agency from Atmos Energy with respect to a Beneficiary (including, without limitation, payment history, account balance, address and personal information) shall be treated as confidential information and shall not be disclosed to any third party, other than as may be required by law or pursuant to the Release included in this Agreement.

#### 4. Sharing the Warmth Report

4.1 Atmos Energy has developed a Web-based program to allow Agency and other charitable programs to pledge Sharing the Warmth Funds and other state and federal funds to a particular Beneficiary's account. The address of such website is: <http://www.atmosenergy.com/>. Agency shall use the Web-based program, or other method as approved by Atmos, to pledge in accordance with the rules established from time to time by Atmos Energy with respect to such program.

4.2 In the event Atmos Energy ceases to use the Web-based program for any reason, Agency agrees to complete a Sharing the Warmth Report in the form and content provided by Atmos (the "**Sharing the Warmth Report**") for each month during the term of this Agreement. The Sharing the Warmth Report shall be sent to Atmos Energy no later than the tenth (10th) day of the month following the month for which the report was prepared. Atmos may from time to time amend the form, content and information requested in the Sharing the Warmth Report by providing thirty (30) day advance written notice to Agency. The monthly report is not required during periods when Agency does not have Sharing the Warmth Funds available to disburse to Beneficiaries.

#### 5. Right to Audit

Atmos Energy and its designated agents, representatives, accountants and attorneys shall have full access, at all reasonable times, to the properties, books and records of Agency related to this Agreement for examination of Agency's administration of Sharing the Warmth Funds and compliance with Section 7 below; provided however,

this Section shall not be interpreted as granting Atmos Energy the right to control how Agency determines which Beneficiaries will be entitled to receive Sharing the Warmth Funds or how Agency governs its day to day business.

## **6. Compliance with Codes**

Agency represents and warrants that either:

6.1 It is a state, county, or municipal agency whose function includes providing energy assistance to low income individuals (for example, Comprehensive Energy Aid Programs, LIHEAP or CEAPs); or

6.2 It is and shall continue to be during the term of this Agreement an organization described in Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may be amended from time to time (the "Code"), is exempt from federal income taxes under Section 501(a) of the Code, and contributions to Agency are deductible from federal income taxes of the donor, within limits and guidelines of Section 170 of the Code. Agency covenants and agrees that it will take no action or omit to perform any act that will prejudice its status under said provisions of the Code.

Agency will immediately notify Atmos Energy if at any time during the term of this Agreement any of the representations made in this Section cease to be true.

## **7. Non-exclusive Agreement**

Agency acknowledges that Atmos Energy may enter into one or more agreements with other charitable organizations, including charitable organization located within Agency's service area, pursuant to which such organization will be eligible to participate in Sharing the Warmth.

## **8. Term and Termination**

The term of this Agreement is for one year beginning on the Effective Date and ending one year thereafter. This Agreement shall automatically renew for successive one year periods. Either Agency or Atmos Energy may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

## **9. Miscellaneous**

9.1 Governing Law. This Agreement will be governed by the laws of the State of Texas without regard to conflicts of laws principles. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County and the City of Austin.

9.2 Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege. No single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

9.3 Binding Effect; Delegation of Duties Prohibited. This Agreement inures to the benefit of, and is binding upon, the parties hereto and their respective successors, assigns, heirs and legal representatives, including any entity with which the Atmos Energy may merge or consolidate or to which

all or substantially all of its assets may be transferred. The duties and covenants of the Agency under this Agreement, being personal, may not be delegated.

9.4 Notices. Whenever it is provided in this Agreement that any notice, demand, request, consent, approval, declaration or other communication be given to or served upon any of the parties by another, such notice, demand, request, consent, approval, declaration or other communication will be in writing and will be deemed to have been duly given (i) when received if personally delivered, (ii) when transmitted if transmitted by telecopy (except that telecopies transmitted after 5:00 p.m. in the recipient's time zone will be deemed delivered the next business day), electronic or digital transmission method, (iii) the business day after it is sent, if sent for next business day delivery to a domestic address by a nationally recognized overnight delivery service (i.e. Federal Express) and (iv) three business days after it is sent, if sent by certified or registered mail, return receipt requested. In each case notice will be sent to:

If to Atmos Energy:  
Atmos Energy Corporation  
Attn: Sharing the Warmth Program  
P.O. Box 650205  
Dallas, TX 75265-0205

If to Agency:

Sherri Fleming  
Travis County Health, Human Services and Veterans Services  
P. O. Box 1748  
Austin, Texas 78767

or at such other address as the intended recipient will from time to time designate by written notice delivered in accordance herewith.

9.5 Entire Agreement; Amendments. This Agreement contains the entire agreement between the parties with respect to subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended orally, but only by an agreement in writing signed by each of the parties hereto. It is acknowledged by Atmos that no officer, agent, employee or representative of Agency other than the Travis County Commissioners Court has any authority to sign any document or make any agreement obligating Agency.

9.6 Section Headings and Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" refer to the corresponding Section of this Agreement unless otherwise specified. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

9.7 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

9.9 Replacement of Existing Agreement. This Agreement replaces the entire Share the Warmth Agreement entered into by the parties.

9.10 Attachments. The attachments enumerated and denominated below are hereby made a part of this Contract, and constitute promised performances by Contractor in accordance with all terms of this Contract.

- (a) Exhibit A – Schedule of Payment
- (b) Exhibit B – Agreement Concerning Use of Account Information and Release of Atmos Energy Corporation
- (c) Exhibit C – Terms of Service Agreement
- (d) Exhibit D – MAACLink Agreement

10.11 Immunity or Defense. It is expressly understood and agreed by Agency and Atmos that, neither the execution of this Agreement, nor any conduct of any representative of Agency relating to this contract, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

10.12 Independent Contractor. Atmos and Agency agree that the parties enter into this agreement as independent contractors and that each assumes all of the rights, obligations and liabilities applicable to that party as an independent contractor.

10.13 Public Purpose. By execution of this Agreement, Commissioners Court hereby finds that the issues, problems and needs to be addressed by the services to be provided under the terms of this agreement constitute a significant public concern impacting members of the indigent population which the County serves, and that services provided under this agreement will further the public purpose of addressing those health and human services issues, problems and needs.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date above first written above.

ATMOS ENERGY CORPORATION  
a Texas and Virginia corporation

TRAVIS COUNTY THROUGH  
TRAVIS COUNTY HEALTH AND  
HUMAN SERVICES

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Energy Assistance Program Manager

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

**Exhibit**

**A**

**Schedule of Payment to Administer the  
Sharing the Warmth Program**

In consideration for the strict adherence to the terms and conditions of the Agreement and subject to the Agency performance of the work set forth in the Agreement, to the satisfaction of Atmos Energy Corporation's authorized representative, Atmos Energy agrees to compensate the Agency in the following manner.

The Agency will receive three (3) percent administrative fees (monthly) based on number of approved clients in MAACLink, to offset its costs of administering utility bill assistance activities specific to Atmos Energy.

**Exhibit B**  
**Agreement Concerning the Use of Account Information**  
**And**  
**Release of Atmos Energy Corporation**

**Sharing the Warmth Program**

You have requested financial assistance from an agency (an "Agency") that participates in the Sharing the Warmth program (the "Program") sponsored by Atmos Energy Corporation ("Atmos Energy"). Your eligibility to obtain financial assistance from the Program (the "Sharing the Warmth Funds") is conditioned upon your acceptance of the terms and conditions contained or referenced in this agreement (the "Agreement"). Please read this Agreement carefully.

**Sharing of Customer Information**

By accepting the terms of this Agreement, you are authorizing Atmos Energy to share your customer information with an Agency to facilitate the pledge of Sharing the Warmth Funds to your Atmos Energy account. The customer information that Atmos Energy will share with an Agency may include your current and former name(s), account number, payment history, street address, gas usage, and any other information Atmos Energy may have in its possession. This may include information that you consider confidential or private. All Customer information referred to in the preceding sentence is defined as the "Customer Information."

**Release and Indemnity**

YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD ATMOS ENERGY, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES, AND AGENCY, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES, HARMLESS FROM ALL LIABILITIES, CLAIMS AND EXPENSES, INCLUDING ATTORNEY'S FEES, FROM CLAIMS RELATING TO OR ARISING UNDER THE PROGRAM OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE DISCLOSURE OF YOUR CUSTOMER INFORMATION TO AN AGENCY, OR AN AGENCY'S SUBSEQUENT USE AND/OR DISCLOSURE OF YOUR CUSTOMER INFORMATION. THIS RELEASE AND INDEMNIFICATION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR THE SHARING THE WARMTH AGREEMENT.

**Limitation of Liability**

NEITHER ATMOS ENERGY NOR AGENCY SHALL BE LIABLE TO YOU IN ANY WAY FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ACTUAL, DIRECT, COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, LOST PROFITS, LOSS OF REVENUE, AND/OR CONSEQUENTIAL DAMAGES ARISING OUT THE PROGRAM OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE DISCLOSURE OF YOUR CUSTOMER INFORMATION TO AN AGENCY, OR AN AGENCY'S SUBSEQUENT USE AND/OR DISCLOSURE OF YOUR CUSTOMER INFORMATION.

**Reservation of Rights**

Atmos Energy reserves the right to modify in part or in whole, or temporarily or permanently discontinue the Program for any reason and at anytime without notice.

**Jurisdiction**

This Agreement shall be construed in accordance with the laws of the state of Texas. All disputes arising from your use of this Website or under this Agreement shall be resolved in a court located in Travis County, Texas, without reference to conflict of laws or choice of laws statute.

Beneficiary Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Exhibit C - Terms of Service Agreement**

### **Acceptance of Terms**

The Sharing the Warmth website, and all of its content and services (collectively, the "Website"), are owned by Atmos Energy Corporation ("Atmos Energy"). Your use of this Website is conditioned upon your acceptance of the terms, conditions, and notices contained or referenced in this Terms of Service Agreement (the "Agreement").

### **Use of Website**

By accepting the terms of this Agreement, you are requesting that Atmos Energy grant you access to the Website to facilitate your donation of Sharing the Warmth funds (the "Funds") to customers of Atmos Energy. The details your agreement with Atmos Energy with respect to the Funds, and the Sharing the Warmth program generally, are set forth in the Sharing the Warmth Agreement which you have signed. If you have not yet signed the Sharing the Warmth Agreement, then you nonetheless agree to be bound by its terms if you use this Website. You shall not grant any third party the right to access the Website or otherwise assign or transfer your right to use the Website.

### **Access to Customer Information on Website**

You will, in the course of using the Website: (i) be required to provide certain information about an Atmos Energy customer ("Customer") prior to pledging Funds, such as an account number, and (ii) have access to sensitive information about a Customer, including payment history and street address. All Customer information referred to in the preceding sentence is defined as the "Customer Information." You certify that the Customer has authorized you to access and obtain the Customer Information. You further certify and warrant that any Customer Information that you obtain through the Website will be used solely for the Sharing the Warmth program, will not be disclosed to any other person, and will be treated as confidential information.

### **Disclaimer of Warranties**

**THIS WEBSITE IS MADE AVAILABLE TO USERS AS IS WITHOUT ANY WARRANTY OF ANY KIND. ATMOS ENERGY MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES REGARDING THE ACCURACY, RELIABILITY, CONFIDENTIALITY OR COMPLETENESS OF THE CONTENT OF THIS WEBSITE. FURTHER, ATMOS ENERGY DOES NOT WARRANT OR REPRESENT THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE IS ERROR-FREE OR THAT THE SITE WILL BE UNINTERRUPTED OR FREE OF DEFECTS, INCLUDING, WITHOUT LIMITATION, TYPOGRAPHICAL ERRORS, COMPUTER VIRUSES, WORMS, OR ANY OTHER SIMILAR PROBLEMS AND/OR DEFECTS. IN ADDITION, ATMOS ENERGY HAS NO DUTY TO UPDATE THIS SITE, OR THE CONTENT THEREOF, AND ATMOS ENERGY SHALL NOT BE LIABLE FOR ANY FAILURE TO UPDATE SUCH INFORMATION.**

**Limitation of Liability**

**ATMOS ENERGY SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ACTUAL, DIRECT, COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, LOST PROFITS, LOSS OF REVENUE, AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR ACCESS TO OR INABILITY TO ACCESS THIS WEBSITE, OR YOUR USE OF OR RELIANCE UPON THIS SITE OR THE CONTENT HEREOF.**

**Reservation of Rights**

Atmos Energy reserves the right to modify in part or in whole, or temporarily or permanently discontinue the Website or any content contained therein for any reason and at anytime without notice. Atmos Energy is not liable to you or any third party for modifications, suspension or discontinuance of any services or content offered on this Website.

**Jurisdiction**

This Agreement shall be construed in accordance with the laws of the state of Texas. All disputes arising from your use of this Website or under this Agreement, shall be resolved in a court located in Travis County, Texas, without reference to conflict of laws or choice of laws statutes.

**EXHIBIT D**  
**MAACLINK AGREEMENT**

The documents in this Exhibit D comprise the "MAACLINK Agreement, and include the following:

- (1) Agency Information
- (2) Partner Agency Agreement
- (3) Level 1 Privacy Agreement (with Signature Page) and
- (4) Statement of Confidentiality and Request for MAACLINK Account

# MAACLINK

Agency Information	
Agency Name	Date
Travis County through Travis County Health and Human Services & Veterans Services	July 2, 2013
<i>Does this agency have sites that would utilize this funding? If so, please list them.</i>	
See attached list; there are seven sites within the department	
<i>Agency Address (Physical location of agency)</i>	
502 E. Highland Mall Blvd. Austin, TX 78752	
<i>Executive Director (Name, Phone, Email)</i>	
Sherri E. Fleming, (512) 854-4100 sherri.fleming@co.travis.tx.us	
<i>Primary Contact (Name, Phone, Email)</i>	
Lisa Sindermann, (512) 854-4594, <a href="mailto:lisa.sindermann@co.travis.tx.us">lisa.sindermann@co.travis.tx.us</a> Dennis Chapman, (512) 251-4168, <a href="mailto:dennis.chapman@co.travis.tx.us">dennis.chapman@co.travis.tx.us</a> Jim Lehrman, (512) 854-4100, <a href="mailto:jim.lehrman@co.travis.tx.us">jim.lehrman@co.travis.tx.us</a>	
<i>Is this agency a 501C3?</i>	
No	
<i>If yes, please include your tax payer ID number</i>	



**Travis County Health & Human Services  
and Veterans Service**



P.O. Box 1748 ★ Austin, Texas 78767 ★ (512) 854 - 4100 ★ Fax (512) 279 - 2197

**FAMILY SUPPORT SERVICES SITES**

**HOURS OF OPERATION:  
MONDAY THROUGH FRIDAY 8am to 5pm  
FAMILY SUPPORT SERVICES SITES**

**HOURS OF OPERATION:  
MONDAY THROUGH FRIDAY 8am TO 5pm**

<b>DOWNTOWN</b>	<b>PALM SQUARE BUILDING 100 N. IH 35, SUITE 1000 AUSTIN, TEXAS 78702</b>	<b>854-4120</b>
<b>SOUTH OFFICE</b>	<b>POST ROAD 2201 POST RD., SUITE 101 AUSTIN, TEXAS 78704</b>	<b>854-9130</b>
<b>DEL VALLE</b>	<b>SOUTH RURAL COMMUNITY CTR. 3518 FM 973 DEL VALLE, TEXAS 78617</b>	<b>247-4407</b>
<b>JONESTOWN</b>	<b>NORTHWEST RURAL COMM. CTR. 18649 FM 1431, SUITE 6A JONESTOWN, TEXAS 78645</b>	<b>267-3245</b>
<b>MANOR</b>	<b>EAST RURAL COMMUNITY CTR. 600 Q. CARRIE MANOR ST. MANOR, TEXAS 78653</b>	<b>272-5561</b>
<b>OAK HILL</b>	<b>WEST RURAL COMMUNITY CTR. 8656 HWY 71, STE. A AUSTIN, TEXAS 78735</b>	<b>854-2130</b>
<b>PFLUGERVILLE</b>	<b>NORTH RURAL COMMUNITY CTR. 15822 FOOTHILLS FARM LOOP PFLUGERVILLE, TEXAS 78660</b>	<b>251-4168</b>

# MAACLink

## Partner Agency Agreement

As a Partner Agency we understand that MAAC and Atmos Energy will have access to client-specific data entered into MAACLink. This will allow MAAC to manage, approve and process client payments through MAACLink. Atmos Energy, as Local Administrator, will only access client-specific data when help desk support is requested.

### **System Administrator/Fund Manager (MAAC) agrees to do the following:**

- Provide initial individual or group training to Partner Agency and Local Administrators
- Provide and maintain the resources necessary to support MAACLink.net
- Purchase necessary software for the operation of the network
- Provide security of the data in the system, including backup
- Respond to requests by Local Administrator for upgrades and refinements of the system
- Ensure payments to vendors are made in a timely fashion
- Strictly adhere to the Privacy Agreement

### **Local Administrator (Atmos Energy) Responsibilities:**

- Provide ongoing trainings for new users
- Provide MAACLink help desk support
- Strictly adhere to the Privacy Agreement

### **Partner Agency Responsibilities:**

- Abide by all federal, state, and local laws and regulations, and with all MAAC procedures and policies provided to Partner Agency relating to the collection, storage, retrieval, and dissemination of MAACLink information
- Attend MAACLink data entry, confidentiality, reports training before accessing MAACLink
- Acquire and maintain computers, software, and modems according to MAAC standards subject to the limitations of Partner Agency's resources and policies and procedures
- Provide a connection from the agency to the Internet
- Commit its personnel to training and assure MAAC that untrained and/or unauthorized personnel do not attempt to access MAACLink
- Notify local administrator of any user that leaves the agency so that user's account can be deactivated
- Ensure accurate, complete, and timely data entry for clients receiving assistance through MAACLink funds
- Will contact the Local Administrator for MAACLink help desk support
- Strictly adhere to the Privacy Agreement

# MAACLink

## Level 1 Privacy Agreement

### All agencies/organizations that participate in MAACLink must adhere to the following standards:

**All users must have received MAACLink user training and have their own user name and password in order to access the system.** Every individual, whether they are an employee or volunteer, must be an authorized user in order to gain access to MAACLink. In order to become an authorized user of MAACLink, each individual must complete a Statement of Confidentiality form which can be obtained from the Local Administrator (attached to this Agreement as Exhibit 1). Once the form is completed it must be sent to the Local Administrator's office and training will need to be scheduled. Once the individual receives training they will then be given their unique login name and password. An authorized user cannot delegate use of their account to anyone else including other authorized users. Each authorized user must be logged in to their own account whenever they use the system in any way. If administrators detect a violation of any piece of the Statement of Confidentiality or the Privacy Agreement by an individual user, a Notice of Violation will be mailed to the user agency executive director (in this Agreement, the "executive director" of the Partner Agency will be the County Executive, Travis County Health, Human Services and Veterans' Services). Any violation may result in discontinuation of user or agency rights to MAACLink and may be considered a breach of contract.

**All clients who apply for a service or program enrollment at your agency must grant informed consent to put their files into the MAACLink system.** Each agency must have their clients sign the Client Consent and Release of Information form (attached to this Agreement as Exhibit 2) before their information can be entered in MAACLink. The files entered in MAACLink must be stored on-site for at least 5 years after the last date of service. Agencies may choose to provide additional releases of information as applicable to their individual operating procedures and policies as long as they do not conflict with the MAACLink Client Consent and Release of Information.

In addition the client must sign the Authorization Certification at the bottom of the MAACLink Standard Intake Form (attached to this Agreement as Exhibit 3).

**Clients own their MAACLink files.** Clients have the right to see their files if requested. Please keep this in mind when putting client notes, household notes or case management notes into the system.

**Reports that identify clients and that are generated directly from MAACLink should not be shared with outside individuals or organizations at any time.** When submitting reports or sharing statistical information you must make sure that you are only sharing aggregate information. Anyone who is not an authorized MAACLink user should not have access to specific client information from MAACLink.

**Do not give client information to non-MAACLink organizations or individuals who call your agency and request it by hone, including law enforcement.** You may refer the caller to MAAC's Executive Director if he/she persists. Call the MAAC Executive Director if your agency's electronic files are subpoenaed. This provision notwithstanding, the Parties agree that this Agreement, and all performance under this Agreement, and all information obtained by Travis County (Partner Agency) in connection with this Agreement is subject to applicable provisions of the Texas Public Information Act, TEX. GOVT. CODE, Chapter 552 (and all other applicable laws, rules and regulations), and all legal authorities relating to such Act, including, but not limited to, decisions and letter rulings issued by the Texas State Attorney General's Office.

# MAACLink

## Level 1 Privacy Agreement (Cont.)

All agencies/organizations that participate in MAACLink must adhere to the following standards:

Keep these points in mind:

Do not use information in the MAACLink system for any unofficial interaction with the client. For instance:

1. A landlord cannot use MAACLink to evaluate potential tenants.
2. "Friends" cannot look up information for or about their "friends."
3. Business owners or operators cannot use the system to evaluate potential employees.

Conversations about specific MAACLink information should be kept at a professional level and such conversations should be conducted in a secure environment. When communicating (verbally or through email) with other authorized users or MAACLink tech support please use the Client ID # to identify the client instead of other confidential client specific information.

Always log off of MAACLink or lock your computer screen before walking away from the computer.

If you feel like you must write down your password in order to remember it, please be sure you hide it in a secure place. If you suspect someone may have learned your log-in information, change your password immediately.

The MAACLink Partner Agency shall be responsible for the maintenance, accuracy, and security of all its emergency assistance records and terminal sites and for the oversight of agency personnel regarding confidentiality.

The MAACLink Partner Agency Executive Director must accept responsibility for the validity of all records entered by their agency and the confidential manner in which any MAACLink information is shared. The Executive Director is responsible for assigning appropriate user rights based on the job description of each staff person. These designations are made on the individual Statement of Confidentiality agreements.

Enforcement of the Confidentiality Policy

The Local Administrator has the absolute right to terminate without notice services of MAACLink for the purpose of investigation of any suspicion of breached confidentiality. Thereafter, the Local Administrator may terminate this agreement if the Local Administrator, in its sole discretion, determines that there has been a breach of confidentiality.

The Local Administrator and MAAC reserve the right to immediately suspend furnishing information covered by terms of this agreement to the MAACLink Partner Agency when any terms of this agreement are violated or are suspected to be violated. The Local Administrator and MAAC shall resume furnishing such information upon receipt of satisfactory assurances that such violations did not occur or that such violations have been fully corrected or eliminated.

Two exceptions to the privacy agreement:

**Duty to Warn** – As professionals, we all have a duty to guard each other from harm. If a client has threatened you, him/herself, or others at your organization you must warn other users of a potential threat through the MAACLink system. This may be done by placing an alert on the client's profile. This alert should be brief, clear, and factual. Travis County (Partner Agency) reserves the right for its employees to consult with and accept direction from Travis County legal or law enforcement regarding the implementation of this "Duty to Warn" provision.

**Child Abuse and Neglect** – If you see evidence or have reason to believe that a child/children have been abused or neglected then you have a duty to report it to authorities, regardless of confidentiality agreements. You may call 1-800-422-4453 to find a local phone number for reporting purposes. All parties shall promptly report any suspected case of abuse, neglect or exploitation to the appropriate office(s) as required by the TEXAS FAMILY CODE, Chapter 261. All reports must be made within 24 hours of the discovery of the abuse or neglect. Travis County (Partner Agency) reserves the right for its employees to consult with and accept direction from Travis County legal or law enforcement regarding the implementation of this "Duty to Warn" provision.

# MAACLink

## Signatures

This Signature Page confirms agreement by the Partner Agency to abide by the documents included in this Atmos Energy Agreement as Exhibit D.

*The Executive Director (or equivalent) of the MAACLink Partner Agency indicates agreement with the terms stated in the MAACLink Partner Agency Agreement and the Privacy Agreement by signing below.*

*Partner Agency Authorized Signatory Name (Please Print)*

Samuel T. Biscoe, Travis County Judge

*Partner Agency Executive Director Signature*

*Date*

*MAAC Executive Director Name (Please Print)*

*MAAC Executive Director Signature*

*Date*

*Atmos Energy Local Administrator (Please Print)*

*Atmos Energy Local Administrator Signature*

*Date*

# MAACLink

---

## STATEMENT OF CONFIDENTIALITY AND REQUEST FOR MAACLINK ACCOUNT

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Agency Name & Branch

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Email

\_\_\_\_\_  
City / State / Zip Code

### User Statement of Confidentiality

By signing this document, I agree to maintain strict confidentiality of information contained in the MAACLink computer network. This information will be used only for the legitimate client service and administration of the above named agency. Any breach of Confidentiality will result in a Notice of Violation and possible termination of my or my entire agency participation in MAACLink. I Acknowledge that I have received or have access to the MAACLink Privacy Agreement.

### Please Initial To Agree To the Following Statements

- \_\_\_\_\_ I understand that my username and password are for my use only. I will not share them with anyone.
- \_\_\_\_\_ I understand that I must keep my password hidden and secret.
- \_\_\_\_\_ I understand that the only individuals who can view MAACLink information are authorized users and the clients to whom the information pertains.
- \_\_\_\_\_ I understand that I may only view, obtain, disclose, or use the database information that is necessary in Performing my job. I will not look up information on family, employees, friends or for any other personal use.
- \_\_\_\_\_ I understand that these rules apply to all users of MAACLink, whatever their work role or position.
- \_\_\_\_\_ I understand that hard copies of MAACLink information must be kept in a secure file.
- \_\_\_\_\_ I understand that once hard copies of MAACLink information are no longer needed, they must be properly Destroyed (shredded) to maintain confidentiality of clients.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Supervisor's Section

I approve and accept responsibility for this MAACLink user's access to the MAACLink client information system.

Supervisor's Name (Please Print) \_\_\_\_\_ Phone \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

### ADMINISTRATOR USE ONLY

Username: \_\_\_\_\_ Date Added: \_\_\_\_\_

Training Date: \_\_\_\_\_ Administrator: \_\_\_\_\_



**TRAVIS COUNTY  
FY 13 GRANT SUMMARY SHEET**

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	HHSVS / FSS	
Contact Person/Title:	Lisa Sindermann / Financial Analyst Lead	
Phone Number:	854-4594	

Grant Title:	Comprehensive Energy Assistance Program (CEAP) #58120001710 Amendment 2		
Grant Period:	From: <input type="text" value="Apr 1, 2013"/>	To: <input type="text" value="Sep 30, 2013"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Housing & Community Affairs		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	U. S. Department of Health and Human Services		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 78,984	\$ 0	\$ 0	\$ 0	\$ 78,984
Operating:	\$ 1,184,605	\$ 0	\$ 0	\$ 0	\$ 1,184,605
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 1,263,589	\$ 0	\$ 0	\$ 0	\$ 1,263,589
FTEs:	4.00	0.00	0.00	0.00	4.00

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

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Number of Individuals receiving utility assistance	28,358	15,000	15,000	
2.					
3.					
+ - Measures for the Grant					
1.	Number of Households receiving utility assistance through the two grant components: Household Crisis and Utility Assistance			4,156	
Outcome Impact Description		Utility assistance provided by this program is used to address a household energy crisis situation or provide multiple term energy payments for the household in order to achieve energy self-sufficiency.			
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

**PBO Recommendation:**

Health and Human Services and Veterans Service is requesting Commissioners Court approval of a grant amendment for the Comprehensive Energy Assistance Program (CEAP) from the Texas Department of Housing and Community Affairs (TDHCA). This amendment extends the contract period from July 31, 2013 to September 30, 2013, and also makes the grant have a 30 day close out period after Sept. 30th. There are no funding changes in this grant.

On August 20th, Commissioners Court approved a grant amendment (number 1) to Travis County that moved \$127,730 from the Assurance 16 component to the direct services Utility Assistance component of the grant budget.

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

PBO recommends approval of this request.

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

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

This contract amendment 2 extends the original grant period. The period in the original contract was from April 1, 2013 through July 31, 2013; now the grant period will be April 1, 2013 through September 30, 2013. The amendment 2 also provides for the final close out period of the grant to be 30 days following the end of the Contract Term instead of 45 days as stated in the original contract. No funding is revised with this amendment 2.

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

No additional funds are required.

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

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

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

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

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

Yes

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

N/A

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

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

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



RECEIVED

13 SEP -9 PM 3:41

TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

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

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

**DATE:** September 9, 2013

**TO:** MEMBERS OF THE COMMISSIONERS COURT

**FROM:**

*Sherri E. Fleming*

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

**SUBJECT:** Acceptance of Comprehensive Energy Assistance Program (CEAP) Grant  
Contract #58120001710 Amendment 2

**Proposed Motion:** Consider and take appropriate action to approve the contract #58120001710 amendment 2 with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program Grant in 2013.

**Summary and Staff Recommendation:** Staff requests the acceptance of this contract #58120001710 amendment 2 from the Texas Department of Housing and Community Affairs. The grant funding remains \$1,263,589. This contract amendment 2 extends the original grant period. The period in the original contract was from April 1, 2013 through July 31, 2013. With this amendment the grant contract period will be April 1, 2013 through September 30, 2013. The amendment 2 also provides for the final close out period of the grant to be 30 days following the end of the contract term, instead of 45 days as stated in the original contract. No funding is revised with this amendment 2.

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

**Budgetary and Fiscal Impact:** We use the CEAP funds for direct services, and administration. The funds for direct services are budgeted in the corresponding indigent utility assistance GL accounts. No matching funds are required. The contract period is 04/01/13 through 09/30/13. All CEAP expenses that occur during this time period will use this funding

allocation until these funds are exhausted or the end of the period, essentially suspending the 2013 CEAP grant contract expenses until October 1, 2013.

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

In the current grant period for the CEAP grant, the department has assisted over 3,078 households within Travis County. The operation of this grant allows our department the ability to provide assistance to clients who are experiencing an energy-related hardship. The aim of such services, to assist clients in obtaining self-sufficiency, is consistent with the goal of the Travis County Health and Human Services and Veterans Service department.

It should be noted that this is the eighteenth year that the CEAP contract and amendments have been electronically made available to Travis County. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract amendment, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract amendment 1.

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

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**CONTRACT NO. 58120001710 FOR THE**  
**COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)**  
**(CFDA # 93.568)**  
**AMENDMENT NUMBER: 2**

**SECTION 1.**

This Amendment Number 2 to CEAP Contract No. 58120001710 (the "Second Amendment") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and Travis County a political subdivision (the "Subrecipient"), hereinafter the "Parties".

**SECTION 2.**

Subrecipient and Department executed that certain CEAP Contract No. 58120001710 ("Contract") to be effective on 7/1/2013.

**SECTION 3. AGREEMENT**

Under the authority described in Section 12 of the Contract and for valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties hereby agree to [further] amend the Contract in the manner provided herein below:

1. Section 2, Contract Period, to the Contract is amended by replacing in its entirety

The period for performance of this Contract, unless earlier terminated, is April 01, 2013 through September 30, 2013 (hereinafter the "Contract Term").

2. Section 4 D 4, Department Obligations, to the Contract is amended by replacing in its entirety

is not reported to Department on a monthly expenditure or performance report within thirty (30) days following the end of the Contract Term; or

3. Section 6 D, Cost Principles and Administrative Requirements, to the Contract is amended by replacing in its entirety

Subrecipient may incur costs for activities associated with the closeout of the CEAP Contract for a period not to exceed thirty (30) days from the end of the Contract Term defined in Section 2 of this Contract

4. Section 10 C, Reporting Requirements, to the Contract is amended by replacing in its entirety

Subrecipient shall electronically submit to Department, no later than thirty (30) days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within 30 days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.

**SECTION 4.**

The Parties hereto agree that all other terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Second Amendment. In the event this Second Amendment and the terms of the Contract [as amended by the Second Amendment] are in conflict, this Second Amendment shall govern, unless it would make the Contract void by law.

**SECTION 5.**

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

**SECTION 6.**

This Second Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

**SECTION 7.**

If any of the Parties returns this copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

**SECTION 8.**

By signing this Second Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

**SECTION 9.**

This Second Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

**SECTION 10.**

This Second Amendment is executed to be effective on the date of execution by the authorized representative for the Department.

**AGREED TO AND EXECUTED BY:**

Travis County  
a political subdivision

BY: Samuel T. Biscoe, Travis County Judge on                      Date                     

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
a public and official agency of the State of Texas

By:

Title: Its duly authorized officer or representative



**TRAVIS COUNTY  
FY 13 GRANT SUMMARY SHEET**

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input checked="" type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
<b>Department/Division:</b>	Travis County Criminal Courts	
<b>Contact Person/Title:</b>	Debra Hale, Director of Court Management	
<b>Phone Number:</b>	512-854-9244	

<b>Grant Title:</b>	Travis County Veterans' Court		
<b>Grant Period:</b>	From: <input type="text" value="Sep 1, 2013"/>	To: <input type="text" value="Aug 31, 2014"/>	
<b>Fund Source:</b>	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Office of the Governor, Criminal Justice Division		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Originating Grantor:</b>			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 159,402	\$ 0	\$ 0	\$ 0	\$ 159,402
Operating:	\$ 22,872	\$ 0	\$ 0	\$ 0	\$ 22,872
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 3,645	\$ 0	\$ 0	\$ 0	\$ 3,645
<b>Totals:</b>	<b>\$ 185,919</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 185,919</b>
<b>FTEs:</b>	<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2.00</b>

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 13,801	\$ 0	\$ 13,801	2.00	Oct 31, 2013

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	# of veterans assessed for eligibility for court	34	41	70	70
2.	# of veterans served in the program	25	62	88	90
3.					
+ - Measures for the Grant					
1.	Provide linkage to appropriate treatment for identified veterans	34	41	70	70
Outcome Impact Description					
2.	At least 40 veterans will receive treatment and services through the VA while prosecution is deferred to better serve the ends of justice.	25	62	88	90
Outcome Impact Description					
3.					
Outcome Impact Description					

**PBO Recommendation:**

The Criminal Courts request permission to continue the Travis County Veterans Court program until the agreement is fully executed. The proposed permission to continue is requested to be in place through 10/31/2013. The Criminal Courts have received notification of an award from the Governor's Office and expect the contract be executed by mid-October.

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

It is the goal of the Travis County Veterans Court to link misdemeanor and felony veteran defendants to the VA for assessment and treatment services, monitor their treatment compliance, and divert them from further criminal sanctions. The court will focus on those defendants with Post Traumatic Stress Disorders, Traumatic Brain Injury, and other mental health disorders that resulted from combat related experiences. 79% of offenders with mental health disorders have issues with substance abuse. A large number of the Court's participants will need substance abuse intervention which is an integral part of the Veterans Court Program.

A Veterans Court Implementation Grant was first received from the Office of the Governor, Criminal Justice Division (OOG/CJD) in April 2010 (partial-year FY10). The Governor's Office continued funding the Veterans Court Program in FY11, FY12 and FY13. An application has been submitted to the Governor's Office for continued funding in FY14. While it is anticipated that the Governor's Office will continue to fund the Travis County Veterans Court Program, they have been delayed in announcing their FY14 grant awards. The Travis County Criminal Courts are requesting permission to continue funding for the two veterans court staff provided by the grant for the month of October 2013.

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

There are no long term County funding requirements for this grant.

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

There is no County match for this grant.

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

Yes, we are requesting a 2% indirect cost allocation.

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

Yes, this program will discontinue without grant funding. We will seek additional funding from other sources.

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

This is not a new program. However, the decision to start the Veterans Court stemmed from the Veterans Intervention Jail Survey report which was published in 2009. The report indicated that about 150 veterans are incarcerated in the Travis County Jail at any one time. About one-third of these veterans were arrested more than once during the 90 day survey period. It is anticipated that an increasing number of veterans will be returning from deployment to central Texas. It is hoped that with the collaboration of the local veteran's service delivery system and our Courts, this group of veterans can address their treatment needs and decrease the likelihood of their return to our jail

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

This court docket will be an additional docket scheduled in County Court at Law #4 bi-weekly. Although there are specialty dockets for defendants with mental health or substance abuse issues, the unique treatment needs of this target population has not been previously addressed.

TRAVIS COUNTY  
DISTRICT AND COUNTY  
CRIMINAL COURTS

DEBRA HALE  
DIRECTOR OF COURT  
MANAGEMENT



BLACKWELL-THURMAN  
CRIMINAL JUSTICE CENTER  
P. O. BOX 1748  
AUSTIN, TX. 78767  
(512) 854-9244  
FAX: (512) 854-4464

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Date: September 10, 2013  
To: Members of the Commissioners Court  
From: Debra Hale, Director of Court Management  
Re: Permission to Continue Veterans Court Grant Positions,  
Grant # 800261

The Travis County Veterans Court was implemented with grant funding received from the Governor's Office Criminal Justice Division. The first docket was held on November 10, 2010, in County Court at Law #4. The Veterans Court Program provides specialized services for veterans experiencing Post Traumatic Stress Disorder (PTSD), a Traumatic Brain Injury (TBI), or other mental health issues related to combat. The Veterans Court Program is steadily growing and the Court is currently projected to exceed original performance measures. It is anticipated that the Veterans Court Program will serve 90 veterans in FY13.

A continuation grant application has been submitted to the Governor's Office for FY14, however, the Governor's Office has been delayed with announcing their official grant awards for FY14. The Criminal Courts anticipate that the Veterans Court grant will be renewed at approximately 80% of the original request which will fund the Veterans Court Manager and Case Worker positions in addition to treatment for FY14. The Travis County Criminal Courts are requesting permission to continue funding for the months of October and November, 2013 for these two positions while we wait for the official grant award from the Governor's Office. Specifically, the two positions are the Veterans Court Social Services Program Administrator (position #30001566), and the Veterans Court Case Worker (position #30001567).

A budget adjustment in the amount of \$26,844 has been prepared. The funds will be transferred from cost center 124001-0001, general ledger account # 500050 (and other associated benefit account #s). This will pay for the salary and benefits for the two grant funded positions for the month of October 2013. We will reimburse the general fund once the grant award has been received.



**TRAVIS COUNTY  
FY 13 GRANT SUMMARY SHEET**

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input checked="" type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
<b>Department/Division:</b>	Civil Courts (22/10)	
<b>Contact Person/Title:</b>	Judge Darlene Byrne, 126th District Judge / Peg Liedtke, Director of Civil Courts	
<b>Phone Number:</b>	512-854-9313 or 512-854-9364	

<b>Grant Title:</b>	Family Drug Treatment Court (Grant #1974706)		
<b>Grant Period:</b>	From: <input type="text" value="09/01/2012"/>	To: <input type="text" value="08/31/2013"/>	
<b>Fund Source:</b>	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Office of the Governor, Criminal Justice Division's Drug Court Program		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Originating Grantor:</b>			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 65,494	\$ 0	\$ 0	\$ 0	\$ 65,494
Operating:	\$ 69,200	\$ 0	\$ 0	\$ 0	\$ 69,200
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 2,694	\$ 0	\$ 0	\$ 0	\$ 2,694
<b>Totals:</b>	<b>\$ 137,388</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 137,388</b>
<b>FTEs:</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
1220010001	\$ 5,566	\$ 0	\$ 5,566	1.00	Oct 31, 2013

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Number of new enrollments in the program	27	20	24	24
2.	Number of participants in the program	56	40	44	48
3.	Number of people assessed for eligibility to participate in the program	42	25	32	32
+ - Measures for the Grant					
1.	Number of participants employed or enrolled in school at the time of drug court graduation	9	6	6	8
Outcome Impact Description		Indicates the number of participants who are employed full or part time or who are enrolled in GED preparation or a vocational or college program at the time that they successfully complete the drug court program.			
2.	Number of participants that earn a GED, high school diploma, or vocational training credential while in the program	14	8	8	10
Outcome Impact Description		Indicates the number of program participants that earn some sort of certification or degree, including a GED or high school diploma while they are participating in the FDTC program this fiscal year			
3.	Number of participants that successfully complete the program	14	8	8	10
Outcome Impact Description		Indicates the number of successful graduates from the FDTC program this fiscal year.			

**PBO Recommendation:**

The Civil Courts are requesting an additional Permission to Continue (PTC) for the Drug Court program. They propose using internal funds to continue paying their grant-funded employee. The department expects to receive a grant from the Office of the Governor to cover further FY 14 expenses. PBO recommends approval.

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

The mission of the FDTC is to provide a spectrum of court and community-based supports for parents involved in the child welfare system that promotes recovery from alcohol and drug addiction and encourages healthy lifestyle choices. The vision of the FDTC is for parent participants to become sober, responsible caregivers so they can ensure the safety and well-being of their children. The Family Drug Treatment Court is vital to the families in our community. There is a great need for child abuse and neglect prevention programs that target substance abusing parents. Through intensive services, monitoring, and case work, the Family Drug Treatment Court ensures that all children remaining with custodians in drug court will experience safe and nurturing permanent homes.

The Civil Courts are requesting a Permission to Continue for continued funding for the Travis County Family Drug Treatment Court program. This grant is with the Office of the Governor's Criminal Justice Division Drug Court Program Grant. The Drug Court currently has a Drug Court Coordinator that would need payroll expenses continued in the amount of \$5,565.52.

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

The Civil Courts intend to request subsequent year continuation funding for this program through proposals submitted to Federal and State government, as well as private foundations. The use of county funds are not anticipated at this time.

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

There is no match requirements associated with this grant.

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

Indirect costs of two percent are allowed under this funding source and have been included in the grant application.

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

The Family Drug Treatment Court program and associated improvements in service delivery will not discontinue upon discontinuance of grant funding. The Civil Courts will leverage existing funds, staff and County resources to sustain this project. We intend to request subsequent year continuation funding for this project through proposals submitted to the Federal and State government. Subsequently, the County will have the opportunity to consider investment in staff positions and the program in areas of the Civil Courts.

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

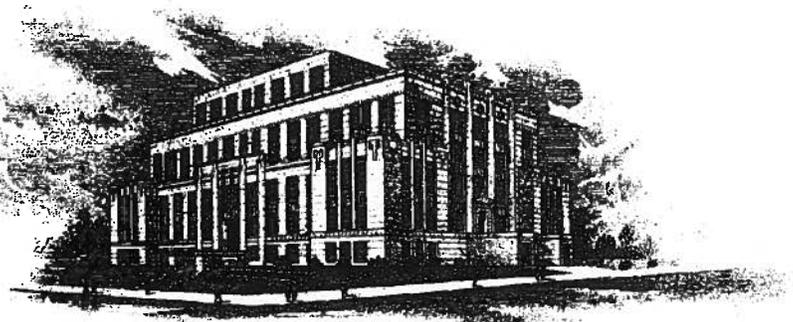
Not applicable.

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

The Family Drug Treatment Court is vital to families in our community. There is a great need for prevention programs that target substance abusing parents for child abuse and neglect cases. In response, the Travis County Civil Courts have developed and implemented a Drug Court. The purpose of the drug court is to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers. The impact will be recognized in improved re-unification, family organization and cohesion.

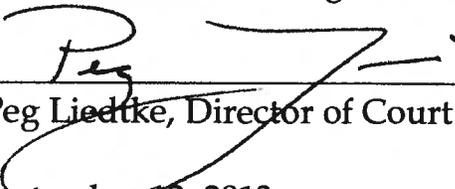
To successfully evaluate the performance of the drug court, the court has documented the implementation and development of the program using a comprehensive process and outcome evaluation design. The design will be used to assess the effectiveness of the program. The Drug Court Coordinator (grant-funded) position, oversees the collection, management, analysis, interpretation and reporting as required.

	Annual Salary		Benefits						Total Benefits	Total Salary w/ Benefits								
			FICA OASDI	Hospitalization	Life Insurance	Retirement	WCI	FICA Medicare										
Drug Court Coord.	\$	49,161.60	\$	3,048.02	\$	7,332.00	\$	99.00	\$	6,336.93	\$	95.87	\$	712.84	\$	17,624.66	\$	66,786.26
I Month (October)	\$	4,096.80	\$	254.00	\$	611.00	\$	8.25	\$	528.08	\$	7.99	\$	59.40	\$	1,468.72	\$	5,565.52
																<b>Total Needed</b>		<b>5,565.52</b>



Office of the District Judges  
Heman Marion Sweatt Courthouse  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9300

TO: Victoria Ramirez, Budget Analyst, Planning and Budget Office

FROM:   
Peg Liedtke, Director of Court Management, Civil Courts

DATE: September 12, 2013

RE: Permission to Continue - Family Drug Treatment Court

Please consider this *Permission to Continue* request for payroll expenses in the amount of \$5,565.52 for the Civil Court's Family Drug Treatment Court to continue on the payroll from October 1, 2013, through October 31, 2013.

According to Ms. Anissa Johnson (475-2594) with the Criminal Justice Division (CJD) of the Governor's Office, our grant request has completed the review process and is currently with the Chief of Staff for approval.

To fund this *Permission to Continue* request, we plan to use internal Civil Courts funds. If by chance the grant is canceled, the Civil Courts request to be reimbursed by allocated reserves requested in FY 2014 for the Family Drug Treatment Court. This grant has a history of delays in providing notification of funding and has previously required the County to continue the payroll for this program with County funds until the funding is awarded.

*Ms. Victoria Ramirez*  
*Page Two*  
*September 12, 2013*

We have reason to believe this grant will be awarded; however, we wanted to disclose this risk. It is our understanding that revenue will be certified by the County Auditor when all of the normal requirements for the grant contract have been met.

Please contact me or Amanda Michael if further information is required from the Civil Courts. Thank you very much for your consideration.



**TRAVIS COUNTY  
FY 13 GRANT SUMMARY SHEET**

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input checked="" type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
<b>Department/Division:</b>	Juvenile Probation	
<b>Contact Person/Title:</b>	Maya Duff/Grant Coordinator	
<b>Phone Number:</b>	512-854-7046	

<b>Grant Title:</b>	Residential Substance Abuse Treatment (RSAT) Program		
<b>Grant Period:</b>	From: <input type="text" value="Oct 1, 2013"/>	To: <input type="text" value="Sep 30, 2014"/>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Office of the Governor, Criminal Justice Division		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
<b>Originating Grantor:</b>	United States Department of Justice		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 60,593	\$ 44,600	\$ 0	\$ 0	\$ 105,193
Operating:	\$ 82,340	\$ 0	\$ 0	\$ 0	\$ 82,340
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Totals:</b>	<b>\$ 142,933</b>	<b>\$ 44,600</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 187,533</b>
FTEs:	1.00	0.67	0.00	0.00	1.67

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
1450430001	\$ 10,098	\$ 0	\$ 10,098	1.00	Nov 30, 2013

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+   -		Applicable Departmental Measures			
1.	Total number of RSAT participants served	115	121	102	127
2.	Total number of RSAT participants with length of stay of 180 days or more	n/a	n/a	n/a	19
3.	Total number of RSAT discharges	96	79	76	83
4.	Total number of RSAT discharges with length of stay of 180 days or more	n/a	n/a	n/a	11
5.	Percent of RSAT participants successfully discharged	82%	91%	80%	85%

		Measures for the Grant			
1.	Number successful in completing program and passing drug tests (successful discharges)	79	72	61	71
Outcome Impact Description		Determined by the number of participants entering the RSAT program and the number of offenders who have completed the program and remained drug free throughout the duration of program			
2.	Total number of treatment beds supported by non-grant funds, but enhanced with grant funded services.	74	98	74	112
Outcome Impact Description		The number of beds we have to service youth with mental health or substance abuse treatment who will be provided contractual treatment services paid by the grant. This will also include expanded services for cognitive behavior therapy training, vocational training, etc.			
3.	Number of RSAT discharges entering an Aftercare Program (percent of successful discharges)	21 (27%)	31 (43%)	61 (100%)	30 (43%)
Outcome Impact Description		Treatment is available for youth in the Leadership academy on a daily basis. Upon completion of the RSAT programming, residents "step down" into a Day Enrichment and/or Drug Court Program for the next level of treatment. A percentage of students enter into Aftercare Programming with some level of supervision provided.			
4.	Number of RSAT discharges entering an Aftercare Program after 180 days	n/a	n/a	n/a	11
Outcome Impact Description		Treatment is available for youth in the Leadership academy on a daily basis. Upon completion of the RSAT programming, residents "step down" into a Day Enrichment and/or Drug Court Program for the next level of treatment. Students with a length of stay greater than 180 days enter into Aftercare Programming with some level of supervision provided.			
5.	Total number of treatment beds supported by grant funds and continue receiving grant support	74	34	74	12
Outcome Impact Description		The number of beds we have to service youth with mental health or substance abuse treatment who will be provided contractual treatment services paid by the grant. This will also include expanded services for cognitive behavior therapy training, vocational training, etc.			

PBO Recommendation:

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

Travis County Juvenile Probation Department is requesting continuation funding from the OOG Criminal Justice-Residential Substance Abuse Treatment Fund in the amount of \$142,932.50 to continue services provided to juveniles determined to have co-occurring mental health and substance abuse issues. The match of \$44,600 is internally funded through a portion of one counselor position.

The goal of the Residential Substance Abuse Treatment program is to provide safe, secure, effective, individualized treatment for dually-diagnosed (co-occurring) juveniles in our residential facility. The financial resources that have been secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and contractual substance abuse provider and/or mental health services.

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

N/A; there are no long term County funding requirements.

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

A 25% match has been calculated. The positions indicated by the match will work directly with the Substance Abuse Units and/or provide Drug/Alcohol Education Groups; the .67 represents a portion of salary and benefits for one existing chemical dependency counselor.

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

There is no provision in this grant for indirect costs.

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

The program will not discontinue upon exhaustion of the grant. The Department intends to request subsequent year continuation funding through proposals submitted to the Federal and State government, as well as private foundations. Only after all other resources are exhausted will the County be given the opportunity to consider investment in the proposed program as well as other areas of the Residential Division of the Juvenile Probation Department.

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

N/A

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

It has been determined that several significant barriers interfere with successful re-integration into the community. These barriers include but are not limited to educational deficiencies, substance abuse problems compounded with mental health concerns, and/or lack of social/life skills. The ability to demonstrate success with this population is contingent upon the services, treatment, and activities available to these youth.

The Travis County FY 2012 Community Plan for the Coordination of Criminal Justice and Related Activities, section on Juvenile Justice, Priority C states that Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems. Substantive resources are required to counter the predictability of juvenile and young adult offenders becoming further entrenched in the criminal justice system.

Successful re-entry into our community is in alignment with TCJPD's mission of public safety, while effectively addressing the needs of juveniles, families, and victims of crime. We intend to reach youth at risk of remaining chemically dependent and who may have co-occurring disorders. Providing residential substance abuse services and other ancillary services will empower these youth to begin a new life as law-abiding, productive citizens.



## TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

TO: Aerin Toussaint, PBO  
Budget Analyst

FROM: *Estela P. Medina*  
Estela P. Medina  
Chief Juvenile Probation Officer

THROUGH: *Maya Duff*  
Maya Duff  
Grant Coordinator

SUBJECT: Request Permission to Continue the Residential Substance Abuse Treatment (RSAT) Program

DATE: September 9, 2013

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On March 26, 2013, Commissioners' Court approved the grant application to continue the Residential Substance Abuse Treatment (RSAT) Program grant for FY 2014. Although approval of the application by the Office of the Governor, Criminal Justice Division appears likely, the contract may not be fully executed by the grant's start date of October 1, 2013. Our Department is requesting approval to continue the Residential Substance Abuse Treatment (RSAT) Program until a fully executed grant to continue is approved.

Travis County Juvenile Probation Department is requesting permission to continue the existing grant through November 2013. The department is hopeful that an agreement will be executed sooner. Any expenses incurred during this period will likely be reimbursed by the grant once it is approved. The requested funding will be used to support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and contractual substance abuse provider and/or mental health services.

Please review this item and place it on the **September 24, 2013** Commissioner's Court agenda for their consideration and signature. You may contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly  
Jessie Mars  
Erin Foley  
Jim Gobin  
Sylvia Mendoza  
Lisa Eichelberger  
Grant File



## TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input checked="" type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Criminal Justice Planning/Justice and Public Safety	
Contact Person/Title:	Mitchell Goertz/Financial Analyst	
Phone Number:	512-854-4751	

Grant Title:	Parenting in Recovery II		
Grant Period:	From: <input type="text" value="Sep 30, 2013"/>	To: <input type="text" value="Sep 29, 2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	U.S. Dept. of Health and Human Services/ Administration for Children and Families		
Will County provide grant funds to a sub-recipient?	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 90,245	\$ 74,580	\$ 0	\$ 0	\$ 164,825
Operating:	\$ 390,755	\$ 184,420	\$ 0	\$ 0	\$ 575,175
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 481,000	\$ 259,000	\$ 0	\$ 0	\$ 740,000
FTEs:	1.00	1.00	0.00	0.00	2.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
1550010001	\$ 22,909	\$ 0	\$ 22,909	1.00	Dec 31, 2013

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ -		Applicable Departmental Measures			
1.	Number of clients receiving substance treatment services	477	492	450	450
2.	Number of families involved with child welfare completing service plan goals	147	136	125	125
3.	Number of new children entering care	627	669	624	624
+ -		Measures for the Grant			
1.	Percentage of children who had an initial occurrence and/or recurrence of substantiated/indicated child maltreatment within 6, 12, 18 and 24 months after enrolling in the RPG program	12%	5%	35%	35%
Outcome Impact Description		Reduces the number of incidences of child maltreatment in our community			
2.	Percentage of children identified as at risk of removal from the home who are able to remain in the custody of a parent or caregiver through case closure	72%	65%	50%	50%
Outcome Impact Description		Reduces the number of children placed in the foster care system due to child maltreatment			
3.	Percentage of parents or caregivers who were able to access timely and appropriate substance abuse treatment as calculated by number of days between program entry and treatment entry (10 days)	93%	88%	80%	80%
Outcome Impact Description		Parents and caregivers with early access to substance dependence treatment			

**PBO Recommendation:**

Criminal Justice Planning is requesting permission to continue one position paid for by the Parenting in Recovery grant until a forthcoming grant contract is executed. CJP will internally fund this position until such time the expenses can be reclassified against the grant. PBO recommends approval.

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

For the past five and a half years, Parenting in Recovery (PIR) has been used to fund services as part of the Family Drug Treatment Court (FDTC) collaboration with the District Attorney's Office, District Court and these primary community partners:

- Department of Family and Protective Services – Child Protective Services
- Austin Recovery
- CASA
- Foundation Communities
- ATCIC
- Private Attorneys
- SafePlace
- Communities in Recovery
- Manos de Cristo
- Lone Star Circle of Care.

The PIR funds help to provide a flexible, comprehensive continuum of services for families involved with the FDTC as a result of methamphetamine or other substance dependence. The primary objective is to keep families together in the community while they receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

The initial five-year grant ended on 9/29/12. TCHHSVS applied for and received a competitive two-year extension of funding through 9/29/14.

The measures for FY'12 are the actual numbers not projections.

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

The match requirement for year two of the extension is \$259,000. The long-term goal of the PIR grant is program sustainability. The role of TCHHSVS in the sustainability of the FDTC is to provide a portion of the substance abuse treatment and recovery support dollars and provide staff expertise as it relates to substance abuse by funding a Substance Abuse Clinical Manager position.

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

TCHHSVS is using \$184,420 in service dollars from the General Fund as well as \$74,580 of the Substance Abuse Clinical Manager's salary and benefits to provide the \$259,000 required in year two of the extension.

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

TCHHSVS did not include any indirect costs in the year 2 budget included with the original application for a two-year extension as it was under the impression that Travis County did not have a federally approved indirect cost rate. TCHHSVS is aware of the PBO request that all grant applications include an amount for indirect costs unless specifically prohibited by the grantor and will try to comply with this request in future grant applications.

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

No. As mentioned in the response to question 2, the long-term goal of the PIR grant is program sustainability. This program relies heavily on local resources to support substance abuse and recovery supports for sustainability after the grant ends. TCHHSVS staff and grant partners will identify the funding for treatment and flexible services potentially through increased Travis County, City of Austin, State funding, and health insurance. The structure of PIR/FDTC will be sustained by the various partners: District Attorney, District Court, Child Protective Services will sustain positions, supports and structure to maintain the PIR/FDTC.

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

NA.

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

The services provided by the PIR grant are in line with other services offered by the Office of Children's Services within TCHHSVS. The relevant departmental performance measures are included in this summary.



## **JUSTICE & PUBLIC SAFETY DIVISION**

**Roger Jefferies, County Executive**

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

**Criminal Justice Planning**  
Roger Jefferies  
(512) 854-4415

**Counseling & Education Services**  
Caryl Colburn  
(512) 854-9540

**Juvenile Public Defender**  
Kameron D. Johnson  
(512) 854-4128

**To:** Leslie Browder, County Executive, PBO  
Jessica Rio, PBO  
Katie Gibson, PBO

**From:** Roger Jefferies, County Executive, Justice and Public Safety  
Mitchell Goertz, Financial Analyst, JPS

A handwritten signature in black ink, appearing to be "R. Jefferies", written over the "From:" line.

**Date:** September 6, 2013

**SUBJECT: Permission to continue/Permission to use General Fund for Parenting in Recovery project.**

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### **Proposed Motions:**

- 1) Consider and take appropriate action on the request of Travis County Criminal Justice Planning for permission to continue funding a staff position in the Parenting in Recovery project until the FY'14 grant contract is executed.

### **Summary and Staff Recommendations:**

The Parenting in Recovery (PIR) project is a regional partnership that includes Travis County Health and Human Services, Travis County Criminal Justice Planning, Austin Recovery, Foundation Communities, Texas Department of Family and Protective Services (DFPS), Austin Travis County Integral Care, and Travis County Family Drug Treatment Court among others.

The PIR project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. The primary objective of the project is to keep families together while the parents receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

The PIR project started in February 2008 and has enrolled 139 mothers as of September 1, 2013. Of these 139 mothers, 56 were discharged successfully, 37 were discharged unsuccessfully, 19 were neutral discharges (admitted but did not receive services beyond minimal partial substance dependence treatment), and 27 are currently enrolled in the project. The PIR project has a 50% success rate when all discharged participants, including neutral discharges, are counted. The success rate is 60% when successful discharges are compared with unsuccessful discharges. This 60% success rate represents a more accurate figure, and it is well above the national average of 50%.

**Budgetary and Fiscal Impact:**

The \$22,909 for salary and benefits will come from cost center 1550010001, G/L account 500050. This money will fund the staff position until the end of December if necessary. Once grant funding is awarded, all disbursements from the General Fund will be reimbursed with grant funds.

**Issues and Opportunities:**

PIR has made significant accomplishments during the six years it has been in existence. The project has developed a strong and effective community collaboration. It has designed and implemented a continuum of services that reduce the risk factors associated with maternal drug dependence, and has increased the ability of mothers to safely care for their children.

**Background:**

Parental substance dependence is a key factor underlying the abuse or neglect experienced by many of the children entering foster care. The PIR project is designed to keep families together by providing treatment and support services. The Administration on Children, Youth and Families within the U.S. Department of Health and Human Services provides grants for regional partnerships designed to enhance the safety of children who are in an out-of-home placement or are at risk of being put in an out-of-home placement due to a parent's or caretaker's methamphetamine or other substance dependence.

c: Travis County Health and Human Services  
Leslie Hill, OCR

Attachments