



## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 18, 2014

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

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Approve Modification No. 5 to Contract No. 4400000819, Workforce Solutions – Capital Area Workforce Board for Child Care Local Match Transfer.**

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

Workforce Solutions - Capital Area Workforce Board, as the local agent for the Texas Workforce Commission, distributes state and federal childcare funding for low-income working families in Travis County. Workforce Solutions can utilize local contributions to draw down additional federal funds for childcare.

This Modification No. 5 revises the Attachments modified into the contract with Modification No. 4. The Attachments incorporated in Modification No. 4 did not meet the Texas Workforce Commission (TWC) requirements resulting in Workforce Solutions not qualifying to draw down grant funding for this project. This Modification does not impact the contract's not to exceed amount of \$223,741.00.

Modification No. 4 allowed Travis County Health and Human Services and Veteran Services (TCHHSVS) to transfer \$223,741 of General Fund money earmarked for childcare to Workforce Solutions so the organization could leverage an additional \$1,171,537 in Federal childcare funds. The City of Austin contributed \$331,832 to produce a total of \$1,727,110 to provide childcare for low-income families in Travis County. In addition, the contract was renewed for an additional twelve month period from October 1, 2013 through September 30, 2014. Due to extensive revisions, which caused a delay in the contract execution, TCHHSVS requested ratification of the contract.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

Modification No. 3 renewed the agreement for an additional twelve month period from October 1, 2012 through September 30, 2013, with a not to exceed contract amount of \$223,741.

Modification No. 2 renewed the agreement for an additional twelve month period from October 1, 2011 through September 30, 2012, with a not to exceed contract amount of \$223,741.

Modification No. 1 amended the contract to include provisions for unspent funds and monthly reporting.

- **Contract Expenditures:** Within the last 12 months \$223,741 has been spent against this contract/requirement.
- **Contract-Related Information:**
  - Award Amount: \$223,741
  - Contract Type: Professional Services
  - Contract Period: October 1, 2010 – September 30, 2011
- **Contract Modification Information:**
  - Modification Amount: \$223,741
  - Modification Type: Bilateral
  - Modification Period: October 1, 2013 – September 30, 2014
- **Funding Information:**
  - SAP Shopping Cart #:
  - Funding Account(s):
  - Comments: N/A No Funding attached to Modification No. 5.

**MODIFICATION OF CONTRACT NO. 4400000819 – Child Care Local Match Transfer**

ISSUED BY:  
**Travis County Purchasing Office**  
**P.O. Box 1748**  
**Austin, Texas 78767**

PURCHASING AGENT ASST: **David Walch**  
 TELEPHONE: 512-854-1181  
 FAX: 512-854-9185

DATE PREPARED:  
**January 27, 2014**

ISSUED TO:  
**Workforce Solutions – Capital Area**  
**Workforce Board**  
**6505 Airport Boulevard, Suite 101**  
**Austin, Texas 78752**

MODIFICATION NO.:  
**5**

EXECUTED DATE OF ORIGINAL CONTRACT:  
**October 1, 2010**

ORIGINAL CONTRACT TERM DATES: October 1, 2010 – September 30, 2011    CURRENT CONTRACT TERM DATES: October 1, 2013 – September 30, 2014

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**

Original Contract Amount: \$223,741                      Current Modified Amount \$223,741

**DESCRIPTION OF CHANGES:** The Contract is amended according to the terms of the attachment to this modification, all of which is made a part of the Contract and constitutes promised performances by the Contractor in accordance with all terms and conditions of the Contract, as amended.

The above referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

1. Contract Modification 4, Dated November 12, 2013, is hereby deleted in its entirety and replaced with this Contract Modification 5, dated January 27, 2014.
2. This Contract Modification does not impact the contract not-to-exceed funding amount for this renewal period of \$223,741.

Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

**Note to Vendor/City:**

- Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
- DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: Workforce Solutions  
 BY: [Signature]  
 SIGNATURE  
Alan D. Miller  
 PRINT NAME  
 TITLE: Executive Director  
 ITS DULY AUTHORIZED AGENT

DBA  
 CORPORATION  
 OTHER

DATE:

TRAVIS COUNTY, TEXAS  
 BY: \_\_\_\_\_  
 CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT

DATE:

TRAVIS COUNTY, TEXAS  
 BY: \_\_\_\_\_  
 SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

**Child Care Local Match Contribution Agreement  
 Local Workforce Development Board**

<b>NAME OF CONTRIBUTOR</b>	Travis County
<b>PLEGDED LOCAL MATCH AMOUNT</b>	
<b>DONATION</b>	\$
<b>TRANSFER</b>	\$ \$223,741.00
<b>CERTIFICATION OF EXPENDITURES</b>	\$

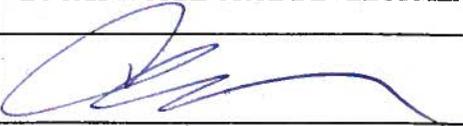
The contributor identified above pledges the local funds as indicated in order for the Texas Workforce Commission (TWC) to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services or activities in the following local workforce development area(s) (workforce area) Workforce Solutions Capital Area Workforce Board. (name of workforce area(s)).

All parties understand and agree that (1) the appropriate Federal Medical Assistance Percentage for Texas will be used to determine the amount of federal funds matched as a result of this local contribution; and (2) this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

**SIGNATURES:** The person signing this agreement on behalf of the contributor or the Board hereby warrants that he or she has been fully authorized to:

- execute this agreement on behalf of his or her organization; and
- validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their agencies effective **October 1, 2013**, and continuing through **September 30, 2014**.

	<b>Travis County CONTRIBUTOR</b>	<b>WORKFORCE SOLUTIONS CAPITAL AREA WORKFORCE BOARD LOCAL WORKFORCE DEVELOPMENT BOARD</b>
<b>Signature</b>		
<b>Printed Name</b>	<b>Samuel T. Biscoe</b>	<b>Alan D. Miller</b>
<b>Title</b>	<b>Travis County Judge</b>	<b>Executive Director</b>
<b>E-mail Address (optional)</b>	<b>Sam.Biscoe@co.travis.tx.us</b>	<b>Alan.Miller@wfscapitalarea.com</b>

## Child Care Local Match Contribution Agreement GENERAL AGREEMENT TERMS

### SECTION 1: Legal Authority

In the State of Texas, the Texas Workforce Commission (TWC) is designated as the lead agency for the administration of Child Care and Development Funds (CCDF) available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, (42 United States Code (USC) §9801, et seq.).

Pursuant to federal regulations (45 Code of Federal Regulations (CFR) Parts 98 and 99), TWC is the CCDF Lead Agency for Texas and the entity designated to accept donated funds from any private entity, or transferred funds from any public entity, or certifications of expenditures from public entities that may be used as match for available federal funds. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by TWC, and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

TWC's three-member Commission is prohibited by Texas Labor Code §301.321(b) and Texas Government Code §575.005 from accepting this agreement if prior to such acceptance the contributor is or becomes party to an administrative proceeding pending before the Commission, and the agreement concerns the donation of funds from a private entity or the transfer of funds from a public entity. Such prohibition applies until the 30th calendar day after the date the decision in the proceeding becomes final under Texas Government Code §2001.144.

### SECTION 2: The contributor, by executing this agreement, certifies that:

- a. The contributor, if it is a for-profit entity, does not currently:
  - (i) have a contractual relationship with TWC for services or products of a value of \$50,000.00 or greater; or
  - (ii) have a bid before TWC for such a contract, except for a contract or bid that relates solely to providing child care services.
- b. Upon execution of this agreement, if it is for the contribution of privately donated or publicly transferred funds, the contributor shall not enter into a contract with TWC or submit a bid in response to a request for proposal issued by TWC before the first anniversary of the date on which TWC accepted a donation from the contributor unless the contract or bid relates only to providing child care services.

### SECTION 3: The contributor agrees as follows:

- a. To remit to TWC the pledged local share in accordance with Item E, Donation/Transfer Payment(s) and Public Entity Certification of Expenditures Schedule.
- b. For donations and transfers of funds, checks remitted by the contributor must be made payable to the **Texas Workforce Commission or to the Board, and submitted to TWC through the Board.**
- c. To keep, and make available to TWC or the Board upon request, records adequate to show that the contributed funds put forth in this agreement are eligible for matching purposes. The records shall be retained and made accessible for the longer of:

- (i) the period specified by the Board's record retention policies for such records;
  - (ii) three years after the end date of this agreement; or
  - (iii) until the completion and resolution of all issues which arise from any litigation, claim, negotiation, audit, or other action that began during and was on-going as of the end of the normal retention period.
- d. When certifying expenditures of public funds as the local match, to provide the Board and TWC with a statement that certifies the expenditures, and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.
- e. To certify that the expenditures used as child care match are eligible for federal match, and were not used to match other federal funds.
- f. Donations from private entities:
- (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
  - (ii) do not revert to the donor's facility or use;
  - (iii) are not used to match other federal funds;
  - (iv) shall be certified both by the donor and by TWC;
  - (v) shall be subject to the audit requirements in 45 CFR §98.65; and
  - (vi) shall provide the Board and TWC, upon request, data needed for federal reporting purposes.

**SECTION 4: The Board agrees as follows:**

- a. To use the funds donated or transferred by the contributor, and the resulting federal funds for child care services within the workforce area(s) consistent with the intent of this agreement.
- b. To ensure that child care services provided by funding made available through this agreement are only those provided in accordance with applicable local, state, and federal laws and regulations.
- c. To ensure that certified public expenditures (if applicable) represent expenditures eligible for federal match; were not used to match other federal funds; were not federal funds unless authorized by federal law to be used to match other federal funds; and do not represent expenditures for public prekindergarten programs as referenced in 45 CFR §98.53(h).
- d. To ensure that donations from private entities:
- (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
  - (ii) do not revert to the donor's facility or use;
  - (iii) are not used to match other federal funds;
  - (iv) shall be certified both by the donor and by TWC;
  - (v) shall be subject to the audit requirements in 45 CFR §98.65; and
  - (vi) shall provide TWC, upon request, data needed for federal reporting purposes.

- e. To inform the contributor of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.

**SECTION 5:** The Board and the contributor agree as follows:

- a. That performance under this agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.
- b. "Child Care Local Match Contribution Information" is incorporated by reference.
- c. To comply with federal regulations in 45 CFR §98.53 relating to matching fund requirements, and 45 CFR §98.54 relating to restrictions on the use of funds.
- d. To submit a certification of expenditures report, certifying that the child care related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and have not already been used as match for any other federal matching program.
- e. Other agreed-upon local operating plans and procedures used to implement and carry out the terms and intent of this agreement must comply with Board policies and procedures.
- f. This agreement for the contributor to provide matching funds is contingent upon the availability and amount of unmatched federal CCDF appropriations. If such funds are otherwise unavailable or reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.
- g. These terms and conditions may be amended by written agreement of all parties at any time prior to the current agreement end date, as indicated on page one of this agreement, contingent upon acceptance of the amended terms and conditions by all parties.
- h. If federal, state, or local laws, or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- i. This agreement may be terminated by any party, for any reason, upon written notification to the other parties of at least 30 days in advance of such termination. Such written notification will be sent to the contributor's address as specified on Page 5 of this agreement.

**CHILD CARE LOCAL MATCH CONTRIBUTION INFORMATION**

**A. BOARD INFORMATION:**

Board Name: Workforce Solutions Capital Area Workforce Board		
Board Address: 6505 Airport Blvd. Suite 101E, Austin, TX 78752		
Board Staff – Contact Name: Franciell M. Farris	Phone: (512)597-7113	Fax: (512) 719-4709
E-mail Address: franciell.farris@wfscapitalarea.com		

**B. CONTRIBUTOR INFORMATION:**

Contributor Name: Travis County		
Contributor Address: Travis County Health and Human Services and Veterans Service P.O. Box 1748 Austin, TX 78767		
ATTN: Ladonna Brazell		
Type of Entity: Governmental		
Name of Fiscal Agent (if applicable):		
Vendor ID Number or Federal Employer ID Number of Contributor or Contributor's Fiscal Agent: 17460000192200		
Contributor Contact Name: Ladonna Brazell	Phone: (512)854-7875	Fax:
E-mail Address: Ladonna.Brazell@co.travis.tx.us		

**C. ORIGINATING AGREEMENT INFORMATION:**

Type of Contribution: <input type="checkbox"/> Donation (Private Entity) <input checked="" type="checkbox"/> Transfer (Public Entity) <input type="checkbox"/> Certification (Public Entity)
Pledged Local Match Amount: \$ 223,741
Program Number: 1414CCMT02
Did a Board Member assist in securing this local match agreement? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
• If YES, Name of Board Member:
• How did the Board Member assist?

**A. USE OF FUNDS DESCRIPTION:**

The planned use of funds, including planned amounts, is described below. Use of funds must be in compliance with the state's CCDF Plan in effect for the contract period.

1. **Cash Contributions:** The description below addresses the Board's planned use of local and federal funds resulting from donation and transfer of funds agreements.

Fund Use		Planned Local and Federal Funding (\$)
Direct Child Care	The funds will be used: 1. for direct child care services provided: for direct child care services provided by Texas Rising Star providers selected through a competitive process conducted by the City of Austin. Using the quarterly expenditure reports, at the sixth and ninth month benchmark, the Board may re-allocate any projected lapse in funding. Re-allocated funding will be used to purchase care to serve other CCDF low-income families living in Travis County. Any unspent local funding will be returned to Travis County. [include a brief description of use of the funds]; 2. for eligible children and families meeting TWC's and Board's eligibility criteria; and c. at child care providers eligible under TWC rules. Source of Local Funds: _____	\$ 643,953.70
Child Care Quality Improvement	The funds will be used for quality improvement activities allowable under TWC rule §809.16. Source of Local Funds: _____	\$
Administration and Operations	The funds will be used for administration and operations in accordance with applicable Federal regulations and Agency policies.	\$ 33,892.30
<b>TOTAL</b>	<b>Total planned local and federal funds resulting from donations and transfers.</b>	<b>\$ 677,846.00</b>

2. **Certification of Expenditures:** The descriptions below describe: (1) the allowable child care services or activities that resulted in local certified expenditures, the source of the local funds, and (2) the Board's planned use of the matched federal funds resulting from the certification of expenditures.

Fund Use		Planned Local Funding (\$)
Direct Child Care	Expenditures certified by the contributor resulted from: 1. direct child care services provided by: _____ [child care provider or organization, or entity]; and 2. non-CCDF funded children residing with a family at or below 85% of state median income, and parents who are working or attending job training or education. Source of Local Funds: _____	\$
Child Care Quality Improvement	The funds will be used for quality improvement activities allowable under TWC rule §809.16. Source of Local Funds: _____	\$
Fund Use		Planned Federal Funding (\$)
Direct Child Care	The federal funds will be used: 1. for direct child care services provided: _____ [include a brief description of use of the funds]; 2. for eligible children and families meeting TWC's and Board's eligibility criteria; and 3. at child care providers eligible under TWC rules.	\$
Child Care Quality Improvement	The funds will be used for quality improvement activities allowable under TWC rule §809.16.	\$
Administration and Operations	The funds will be used for administration and operations in accordance with applicable Federal regulations and Agency policies.	\$

<b>TOTAL</b>	<b>Total planned <u>local and federal</u> funds resulting from certifications of expenditures.</b>	<b>\$</b>
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**B. DONATION/TRANSFER PAYMENT(S) AND CERTIFICATION OF EXPENDITURES SCHEDULE:**

In compliance with Section 3(a) of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below.

**1. Donation/Transfer Payment(s) (Local Funds)**

	Donation/Transfer Date	Actual Amount
1.	11/15/13	\$ \$55,935.00
2.	2/15/14	\$ \$55,935.00
3.	4/15/14	\$ \$55,935.00
4.	7/15/14	\$ \$55,936.00
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
10.		\$
11.		\$
12.		\$
<b>TOTAL</b>		\$ \$223,741.00

❖ Pursuant to TWC rule §800.73(a)(2), the donation(s)/transfer(s) must occur within the effective program year in which the funds are allocated.

**2. Public Entity Certification of Expenditures (Local Funds):**

	Certification Period	Reporting Date *	Planned Amount of Expenditures
1.	From to		\$
2.	From to		\$
3.	From to		\$
4.	From to		\$
5.	From to		\$
6.	From to		\$
7.	From to		\$
8.	From to		\$
9.	From to		\$
10.	From to		\$
11.	From to		\$
12.	From to		\$
<b>TOTAL</b>			\$

❖ Pursuant to TWC rule §800.73(a)(2), the certification(s) must occur within the effective program year in which the funds are allocated.

❖ Explanation is required below if reporting dates are outside the contract end date.

*Completed original, signed forms must be sent to TWC's Board & Special Initiative Contracts department, 101 East 15th Street, Room 506T, Austin, Texas 78778-0001. Please call the Board's assigned contract manager, if you have questions. An individual may receive and review information that TWC collects by sending an e-mail to [open.records@twc.state.tx.us](mailto:open.records@twc.state.tx.us) or writing to TWC Open Records Unit, 101 East 15th Street, Room 266, Austin, Texas 78778-0001.*

**CERTIFICATION OF EXPENDITURES  
BY A PUBLIC ENTITY**

**Name of Contributing Public Entity:** \_\_\_\_\_

The public entity named above certifies expenditures in the amount of \$ \_\_\_\_\_ to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 CFR §98.53.

By signing below, the public entity named above certifies that the funds specified above:

- 1) are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
- 2) are not used to match other federal funds;
- 3) represent expenditures eligible for federal match; and
- 4) do not represent expenditures for public prekindergarten programs as referenced in 45 CFR §98.53(h).

Signature of authorized agent: \_\_\_\_\_

Printed name of authorized agent: \_\_\_\_\_

Title of authorized agent: \_\_\_\_\_

**JOINT CERTIFICATION OF FUNDS  
DONATED FROM PRIVATE SOURCES**

**Name of Donor:** \_\_\_\_\_

The Donor named above contributes funds in the amount of \$ \_\_\_\_\_ to TWC to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 CFR §98.53.

By signing below, the Donor and TWC certify that the donated funds specified above:

- 1) are available and represent expenditures eligible for federal match;
- 2) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
- 3) do not revert to the Donor's facility or use; and
- 4) are not used to match other federal funds.

**DONOR'S CERTIFICATION**

Signature of authorized agent: \_\_\_\_\_

Printed name of authorized agent: \_\_\_\_\_

Title of authorized agent: \_\_\_\_\_

**TWC'S CERTIFICATION**

Signature of authorized agent: \_\_\_\_\_

Printed name of authorized agent: Reagan Miller

Title of authorized agent: Director, Workforce Development Division

**ATTACHMENT A**  
**CHILD CARE LOCAL MATCH CONTRIBUTION AGREEMENT**

TWC and Contributor agree that this Child Care Local Match Contribution Agreement includes the attachments enumerated and denominated below and attached to this 2014 Renewal, which are hereby made a part of this Agreement, and constitute promised performances by the Parties in accordance with all terms of this Agreement:

- |        |               |                                    |
|--------|---------------|------------------------------------|
| (i)    | 2014 Form #2  | Program Cover Page                 |
| (ii)   | 2014 Form # 3 | Program Work Statement             |
| (iii)  | 2014 Form #4  | Program Budget                     |
| (iv)   | 2014 Form #5  | Program Budget Narrative           |
| (v)    | 2014 Form #6  | Total Staff Positions and Time     |
| (vi)   | 2014 Form #7  | Program Funding Summary            |
| (vii)  | 2014 Form #8  | Subcontracted Expense Form         |
| (viii) | 2014 Form #9  | Performance Report Definition Tool |
| (ix)   | 2014          | Financial Reports/Forms*           |
|        |               | (a) Request for Payment Form       |
|        |               | (b) Quarterly Expenditure Report   |
|        |               | (c) Compliance Certification Form  |
|        |               | (d) Budget Revision Request Form   |
| (x)    | 2014          | Insurance Requirements             |
| (xi)   | 2014          | General Agreement Terms            |

\* The Parties agree that the forms provided under 3.1(ix) above are sample forms, and that Contributor will provide TWC with completed appropriated forms upon final execution of the document.

Precedence. The parties acknowledge and agree that, where an Attachment listed above contains specific agreement as to terms which conflict with the general provisions of the Agreement, to the extent that there is such conflict, the terms of the attachment will prevail. At all times, every effort will be made to comply with the terms of both sections.

The parties agree that certain forms specified in Section 4.2(a) above may not be applicable to this Agreement, and that Contributor will advise TWC which of the specific forms will apply and be required for compliance with the Agreement terms and TWC agrees to comply with the requirements as designated by Contributor.

The Parties agree that this Attachment A is a part of this Agreement and constitutes promised performances by the Parties in accordance with all terms of this Agreement.

In addition, the Parties agree to ratify the provision of services under the terms of this Agreement from October 1, 2013 through the date of execution of this Agreement.

	<b>Travis County CONTRIBUTOR</b>	<b>WORKFORCE SOLUTIONS CAPITAL AREA WORKFORCE BOARD LOCAL WORKFORCE DEVELOPMENT BOARD</b>
<b>Signature</b>	By:	
<b>Printed Name</b>	Samuel T. Biscoe	Alan D. Miller
<b>Title</b>	Travis County Judge	Executive Director
<b>E-mail Address (optional)</b>	Sam.Biscoe@co.travis.tx.us	Alan.Miller@wfscapitalarea.com

**EXHIBIT 1**

2014 Form #2	Program Cover Page
2014 Form # 3	Program Work Statement
2014 Form #4	Program Budget
2014 Form #5	Program Budget Narrative
2014 Form #6	Total Staff Positions and Time
2014 Form #7	Program Funding Summary
2014 Form #8	Subcontracted Expense Form
2014 Form #9	Performance Report Definition Tool
2014	Financial Reports/Forms
	(a) Request for Payment Form
	(b) Quarterly Expenditure Report
	(c) Compliance Certification Form
	(d) Budget Revision Request Form
2014	Insurance Requirements
2014	General Agreement Terms



**Form # 3: PROGRAM WORK STATEMENT**  
for FY 2014 Social Service Contracts funded by Travis County

Date prepared: 09/23/13

**Instructions:** Please answer the following questions as they pertain to only those programs and services in which Travis County invests. Note: the information contained in this document will be used in reports to the Travis County Commissioners Court and the community.

Agency: *Workforce Solutions Capital Area Workforce Board* Program: *Child Care Local Match*

1. Program goals and objectives:

*Briefly describe the goals and objectives of the services purchased by Travis County in this contract.*

The goal of the program is to purchase child care to serve eligible low-income families in Travis County. Travis County funds are matched through federal funds allocated through the Child Care and Development fund (CCDF).

2. Program clients served:

*Describe the eligibility requirements to participate in the program or in each component of the program (for example: Travis County residency, income level, age).*

To participate in the program, a child must

- Be under 13 years of age or be a child with disabilities under 19 years of age;
- Reside in Travis County/City of Austin;
- Reside with parents who require child care in order to work or attend a job training or educational program; and
- Reside with parents who meet participation requirements: 25 hours per week of work or job training or an educational program for a one-parent household, 50 hours for a two-parent household.
- Reside with a family who meets the program's income requirements: County funds and the federal match will be used to serve children whose family income does not exceed 200% of the Federal Poverty Guidelines, unless funds are reallocated at the 6-month or 9-month benchmark; any reallocated funds will be used to serve children whose family income does not exceed 85% of the State Median Income.

3. Program services and delivery:

*Describe the Travis County funded services and how they are provided by the agency. Provide enough detail so that the contract reviewer is able to have a comprehensive understanding of your services and how they are delivered to clients.*

The funds will be used to purchase direct child care services provided by Texas Rising Star child care providers. Providers will be selected through a process conducted by the City of Austin. Using the quarterly expenditure reports, at the sixth and ninth month benchmarks, Workforce Solutions may reallocate any projected lapse in funding. Reallocated funding will be used to serve other CCDF low-income families living in Travis County with incomes up to 85% of state median income, who meet all program requirements described in Item #2.

Travis County funds will be used for child care assistance for eligible children meeting Workforce Solutions Capital Area Workforce Board's (WFS) eligibility criteria described in Item #2.

4. Service coordination and collaboration strategies:

*Describe how the agency coordinates its services with services being provided by other agencies and describe how the agency collaborates with other agencies. If you are not currently collaborating with other agencies, what is your plan for increasing collaboration?*

This program is a collaborative effort between Travis County, the City of Austin, and Workforce Solutions Capital Area Workforce Board (WFS). Using locally-generated funds from the County and the City, WFS leverages matching federal funds to more than double the amount of funding available for child care assistance to eligible families.

5. **OUTPUT** Performance Measures (replace the blue text and shaded spaces below with the actual wording of your measures and their corresponding 12-month goal amounts):

*Please enter the output performance measures to be reported for your program. You must report the number of unduplicated clients served by funding source and at least one other output. Actual total program performance data for these outputs will be reported in the quarterly program performance reports.*

<u>OUTPUT # 1</u>	<u>Travis County Annual Goal</u>	<u>All Other Funding Sources Annual Goal</u>	<u>TOTAL (Travis County + All Other) Annual Goal</u>
Number of unduplicated clients served	47	265	312

*(If approved for additional Output measures, copy and paste the blocks above and re-number accordingly)*

6. **OUTCOME** Performance Measures (replace the blue text in the left column below with the actual wording of your measures' numerators, denominators, and outcome rates):

*Please enter the outcome performance measures to be reported for your program. For any outcome which will not have a percentage rate, use only the first (numerator) row and edit as needed. In the middle column's shaded blocks, include the corresponding 12-month goal amounts and percentages (as applicable) for each line. If an Outcome will NOT be reported every quarter, in the right column indicate for which quarterly report(s) you WILL be reporting that measure (for example, you might report for Q2 and Q4 only).*

Total Program Performance – OUTCOME # 1	<u>Total Program Annual Goal</u>	If <u>not</u> reported every Quarter, in which Quarter(s)?
Amount of federal funds leveraged	1,459,424	

*(If approved for additional Outcome measures, copy and paste the blocks above and re-number accordingly)*

7. Community planning activities:

*Describe your agency's involvement in community planning activities that are specific to the services provided under this contract.*

**COMMUNITY PLANNING ACTIVITIES:**

**A. Early Childhood Stakeholders – School Readiness Action Plan Leadership Team:** This steering group uses a results-based accountability framework to map strategies designed to strengthen Travis County's early childhood community.

**B. City of Austin Early Childhood Council:** TMC's QC3 Program Coordinator and/or Workforce Solutions Capital Area Workforce Board's childcare quality improvement staff attends all meetings and present information at the Council's request.

- C. Child Care Community Input:** TMC seeks provider and community input in developing/ implementing child care quality improvement activities. Workforce Solutions board and TMC staff participate in a variety of community early childhood activities, committees and boards. The board routinely seeks advice from these partners regarding the board's administration of the subsidy program in Travis County.
- D. Comprehensive Quality Improvement Program Plan:** TMC is required to submit to the board an annual comprehensive local operating plan for implementing child care quality improvement activities (to include this funding) based upon TWC child care rules and Board policies established to implement the rules. The plan must be submitted to the Board for approval by November 30 of each program year. Included in the planning process are the following key elements:
- 1) **Needs Assessment.** Prior to development of the quality improvement initiatives program plan or any procurement of training, a survey of child care staff will be conducted to determine what training will be offered during the year. In addition, a survey of child care training professionals will be conducted to determine what training will be offered, the levels of training to be offered and assistance with locating appropriate trainers.
  - 2) **Submittal to Stakeholders.** TMC staff will submit the plan (upon request) to:
    - a. The Austin Early Care and Education Council.
    - b. Child Care professional associations
    - c. Child Care Licensing
    - d. Success by 6
    - e. Other professional groups as identified.

8. Program Evaluation Plan

• **Performance evaluation:**

*Describe how the agency will evaluate the program's performance in achieving program goals. Note: if any survey(s) or questionnaire(s) are used in the evaluation of the program or its performance, please provide a brief description of survey procedures (for example: how the survey is distributed and to whom).*

Program performance will be evaluated based on review of quarterly performance reports submitted to Travis County, and through monitoring expenditure benchmarks.

• **Quality improvement:**

*Describe the process for identifying problems or other issues in service delivery, designing activities to overcome these problems, and following up to ensure corrective actions have been effective.*

The Board will submit monthly reports showing the amount of Travis County funds spent and the number of children served. These reports will be reviewed to ensure on-target service delivery, and to identify any problems. Information on quality assurance is shared openly and appropriate action is taken to resolve issues.

Date prepared: 9/24/2013

**Form # 4: PROGRAM BUDGET**  
 for FY 2014 Social Service Contracts funded by Travis County

Agency: Workforce Solutions Capital Area Workforce Board

Program: Child Care Local Match

Instructions: Provide whole dollar amounts for each applicable line item. **IMPORTANT: DO NOT INCLUDE ANY PROGRAM INCOME.**

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

<b>IMPORTANT: All \$ amounts must be whole dollars only (no cents)</b>			
<b>PERSONNEL</b>	<b>Requested COUNTY Amount</b>	<b>Amount Funded by ALL OTHER Sources</b>	<b>* TOTAL Budget (ALL funding sources)</b>
Administrative Salaries - Regular Time			0
Direct Service Salaries - Regular Time			0
Administrative Salaries - Overtime			0
Direct Service Salaries - Overtime			0
Benefits			0
<b>A. SUBTOTALS: PERSONNEL</b>	0	0	0
<b>OPERATING EXPENSES</b>			
General Operating Expenses			0
Insurance/Bonding			0
Audit Expenses <i>(provide details for this line item in the Subcontracted Expenses form)</i>			0
Consultants/Contractual <i>(provide details for this line item in the Subcontracted Expenses form)</i>	223,741	1,459,424	1,683,165
Staff Travel - <u>within Travis County</u>			0
Conferences/Seminars/Training - <u>within Travis County</u>			0
** Staff Travel - <u>out of County</u>			0
** Conferences/Seminars - <u>out of County</u>			0
<b>B. SUBTOTALS: OPERATING EXPENSES</b>	223,741	1,459,424	1,683,165
<b>DIRECT ASSISTANCE</b>			
Food/Beverage for Clients <i>(NOTE: Alcoholic beverage expenditures are not eligible or allowable)</i>			0
Financial Assistance for Clients (e.g. rent, mortgage, utilities)			0
Other (specify)			0
			0
<b>C. SUBTOTALS: DIRECT ASSISTANCE</b>	0	0	0
<b>GRAND TOTAL (A + B + C)</b>	223,741	1,459,424	1,683,165
<b>PERCENT SHARE of Total for Funding Sources:</b>	<b>13.3%</b>	<b>86.7%</b>	<b>100.0%</b>

**Form # 5: PROGRAM BUDGET NARRATIVE**  
 for FY 2014 Social Service Contracts funded by Travis County

Date prepared: 07/23/2013

Agency: Workforce Solutions Capital Area Workforce Board

Program: Child Care Local Match

**Instructions:** Add details below (not to exceed 20 words per line item) to justify proposed expenses from your Program Budget form. DO NOT INCLUDE ANY DOLLAR AMOUNTS OR PERCENTAGES ON THIS PAGE. Delete the examples below and replace them with your narrative.

PERSONNEL	NARRATIVE
Salaries – Regular time	
Salaries – Overtime	
Benefits	
<b>OPERATING EXPENSES</b>	
General Operating Expenses	
Insurance/Bonding	
Audit Expenses	
Consultants/Contractual	<i>Operations expenses to Contractor to manage program; Payments to providers for child care.</i>
Staff Travel	
Conferences/Seminars/Training	
** Staff Travel – <u>out of County</u>	
** Conferences/Seminars/Training – <u>out of County</u>	
<b>DIRECT ASSISTANCE</b>	
Food/Beverage for Clients (NOTE: Alcoholic beverage expenditures are not eligible or allowable)	
Financial Assistance for Clients (e.g. rent, mortgage, utilities)	
Other (specify)	

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

**Form # 6: Total Program STAFF POSITIONS & TIME**  
 for FY 2014 Social Service Contracts funded by Travis County

Date prepared: 06/21/2013

Agency: Workforce Solutions Capital Area Workforce Board

Program: Child Care Local Match

**Instructions:** List below all program staff individually by their position titles only (do not include their names), indicate whether each is direct service staff or administrative staff and indicate the percentage of their total time which is assigned to this specific program. **IMPORTANT: If two or more staff members with the same position title work on this program, be sure to list each position separately, with their individual percentages of total time for this program.**

List ALL Program Positions Individually by Titles	Percent of Time for this Program
Client Services Representative – Direct Service	11%
Client Services Representative – Direct Service	11%
Client Services Representative – Direct Service	11%
Client Services Representative – Direct Service	11%
Client Services Representative Lead II – Direct Service	90%
Client Services Supervisor - Administrative	20%
Finance Supervisor – Direct Service	10%
Program Director - Administrative	10%

Date prepared: 9/23/2013

**Form # 7: PROGRAM FUNDING SUMMARY**  
 for FY 2014 Social Service Contracts funded by Travis County

Agency Name: <u>Workforce Solutions Capital Area Workfor</u>		Program Name: <u>Child Care Local Match</u>	
Funding Sources	Grant/Contract Name	Funding Period	Funding Amount
Travis County	Social Service Contract (Travis County prgm. budget)	10/1/2013 -9/30/2014	\$223,741
Travis County			
Travis County			
City of Austin	Social Service Contract (City of Austin prgm. budget)	10/1/2013-9/30/2014	\$331,832
City of Austin			
City of Austin			
Federal	CCDF/Workforce Solutions Capital Area Workforce Board	10/1/2013-9/30/2014	\$1,127,592
Federal			
State			
State			
United Way			
Contributions			
Program Income/ Fees			
Other (Specify)			
<b>TOTAL PROGRAM FUNDING:</b>			<b>\$1,683,165</b>

**Form # 8: SUBCONTRACTED EXPENSES FORM**  
 for FY 2014 Social Service Contracts funded by Travis County

Date prepared: 09/23/2013

Agency: Worksource Solutions Capital Area Workforce Board

Program: Child Care Local Match

**Instructions:** Please provide TOTAL PROGRAM information for all of this program's subcontractors whose professional services will be charged to this program. Include all subcontracts regardless of funding source.

<b>SUBCONTRACT #1</b>		
Name of Subcontractor	Teaching and Mentoring Communities (TMC)	
Term of Subcontract	10/1/13-9/30/14	
Services to be Subcontracted	Child Care Services Management	
Number of Clients to be Served (if applicable)	312	
<b>Dollar Amounts by Funding Source:</b>		
<u>TRAVIS COUNTY amount</u> \$ 223,741	<u>ALL OTHER Sources amount</u> \$ 1,459,424	<u>TOTAL</u> \$ 1,683,165

<b>SUBCONTRACT #2</b>		
Name of Subcontractor		
Term of Subcontract		
Services to be Subcontracted		
Number of Clients to be Served (if applicable)		
<b>Dollar Amounts by Funding Source:</b>		
<u>TRAVIS COUNTY amount</u> \$	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

<b>SUBCONTRACT #3</b>		
Name of Subcontractor		
Term of Subcontract		
Services to be Subcontracted		
Number of Clients to be Served (if applicable)		
<b>Dollar Amounts by Funding Source:</b>		
<u>TRAVIS COUNTY amount</u> \$	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

(If needed for additional subcontracts, copy blocks above to a new page and re-number them accordingly.)

Date prepared: 6/21/2013

**Form # 9: Performance Measure Definition Tool**  
 for FY 2014 Social Service Contracts funded by Travis County

Agency: Workforce Solutions Capital Area Workforce Board

Program: Child Care Local Match

To assist you in completing this form, the red triangles located in the upper right-hand side of some cells provide additional instructions related to the information requested.

Type	Performance Measure	Calculation Method	What is the Data Source for this Measure?	Notes	Who Produces this Measure
<b>OUTPUT MEASURES:</b>					
Output #1	<b>Number of unduplicated children served</b>	Count of the number of unduplicated children served. A child may be counted only once over the contract year.	The Texas Workforce Information System of Texas (TWIST), and Workflow, the information system used by WFS Child Care Services.	The performance target was calculated as follows: Total amount of funding for direct care (\$1,503,368.55) divided by the average daily reimbursement rate to providers (\$18.47), divided by the number of billable days per year (261) = 312 children served per year.	Franciell Farris
<b>OUTCOME MEASURES:</b>					
Outcome #1	<b>Amount of federal funds leveraged</b>	The sum of federal funds leveraged as a result of the County's funding, plus federal funds leveraged with City of Austin funding.	FY14 Local Match Determination Tool will be used to calculate the amount available for leverage.	WFS fiscal department will provide financial reports to track and document the leveraging of funds throughout the year.	Franciell Farris
<b>DEMOGRAPHIC AND ZIP CODE REPORT</b>					
Gender, Race, and Ethnicity	<b>Number of unduplicated clients by their gender, race, and ethnicity</b>	Upon enrollment, families provide demographic and zip code information.	Family self-reporting		Franciell Farris
Age	<b>Number of unduplicated clients by their age at start of program and grouped into age categories</b>	See above	See above		Franciell Farris
Income Status	<b>Number of unduplicated clients by their income status at start of program and grouped into income categories</b>	See above	See above		Franciell Farris
Zip Code	<b>Number of unduplicated clients by their zip code at start of program</b>	See above	See above		Franciell Farris

## INSTRUCTIONS for TRAVIS COUNTY INVOICING:

Using the Payment Request/ Expenditure Report and related forms for Social Service Contracts

**\*\*\* IMPORTANT: Please carefully read and follow the steps below in the order indicated to prepare and submit monthly invoices using the electronic invoicing spreadsheet forms located in the adjacent tabs of this file \*\*\***

**GENERAL INFORMATION.** This file contains the following spreadsheet tabs, listed from left to right:

**Tab 1.** This Instructions page - please print this and refer to it often as you prepare your invoices;

**Tab 2.** Budget Revision Request form, which must be completed and submitted any time such revision is needed;

**Tab 3.** Compliance Certification form - this completed form must be submitted with every invoice; and

**Tabs 4 & above.** The Expenditure Reports and Payment Requests (follow the detailed instructions below), comprised of 8 linked monthly spreadsheet tabs (4 "Exp Rpt" & 4 "Pay Req"), beginning with Q1. **NOTE: (Subject to any changes in County requirements) if you have any unexpended funds remaining after your last regular quarterly invoice and for which you will request payment, there will be a Supplemental "final payment request" form provided separately, along with your Contract Annual Summary (formerly Close-Out) forms.**

**MAINTAINING the INTEGRITY of FORMS/ LINKS:** The cell formulas and embedded links among the forms have been carefully constructed - do NOT change them without consulting us first. The forms may also be password-protected, allowing you to input required data into appropriate cells only. If your invoice forms need any changes, please contact your Travis County Contract Specialist for assistance: ladonna.brazell@co.travis.tx.us or by phone (512) 854-7875 or sanjuana.gonzales@co.travis.tx.us or by phone at (512)854-4122

### MONTHLY EXPENDITURE REPORT (Complete this form FIRST)

1) In the Q1 Exp Rpt" spreadsheet tab, review and if needed add/correct the appropriate program and agency information near the top. Be sure to include your agency's contact person name/phone/extension.

2) For the Approved Budget column F, review and if needed, contact your TRAVIS COUNTY Contract Specialist for necessary changes. Note that all subtotals and totals will calculate automatically. The resulting bottom line total in line 21 (cell F42) should equal the corresponding total COUNTY-only program budget amount for the current contract term.

3) Then in the Expenditures Quarter 1 column, input the actual amount for each eligible expenditure line item (total for the Quarter 1 period). Then check all amounts on the sheet for accuracy, and make sure that the correct amounts and other information are carried forward into the remaining monthly "...Exp Rpt" spreadsheets. As each new month is completed in the contract term, you will repeat this step for the corresponding month's Expenditure Report. Be sure to verify the accuracy of all calculations and cumulative amounts, every time you invoice.

### PAYMENT REQUEST (Check/correct this form only AFTER completing the Expenditure Report)

These spreadsheets are designed so that the amounts in each of the 4 Payment Request forms automatically calculate directly from the corresponding Expenditure Report - this means that the two Quarter 1 forms are linked, as are the two Quarter 2 forms, etc. In addition, all of the "...Exp Rpt" and "...Pay Req" forms are linked so that the correct cumulative amounts should automatically be carried forward into the appropriate cells for subsequent months. **IMPORTANT: All amounts in the Payment Requests should be calculated automatically - your main task for Payment Requests is to verify that all of the amounts are calculated and printed correctly.**

5) Verify that each "...Pay Req" spreadsheet includes a unique Invoice Number in the shaded block near the top - this number is also linked to the invoice number of the corresponding month's Exp Rpt form. This Number is a code representing your agency and program, the month invoiced, and ends in " 1 " to indicate it is the first or original invoice for that month. Important: if for any reason you later submit a different, revised or corrected, etc. invoice for that same month (which replaces or supplements the original invoice), change the ending number to " 2 " on that second invoice, then to " 3 " on the third one as needed, etc.

**\*\*\* Reminder for steps 6, 7 and 8 below: Most items on the Payment Request should be input or corrected by first adjusting the corresponding linked data in that month's Expenditure Report. \*\*\***

6) Next, review and (if needed) add/correct the appropriate agency and program information in section I, including the Payment Request Amount for the month being invoiced.

7) Check and correct (if needed) the amounts in Section II, ensuring that they are consistent with the corresponding amounts in the monthly "... Exp Rpt" spreadsheets.

8) Review the other "...Pay Req" spreadsheets to ensure that all of the information is accurately carried forward also.

9) To invoice for each upcoming month, **repeat steps 3 and 5-8 listed above** for the appropriate pair of monthly sheets, print both sheets, obtain the required signatures, and submit as usual with a completed Compliance Certification form.

**SUBMIT YOUR FORMS WITH ORIGINAL SIGNATURES TO: Caula McMarion, HHS/VS, P. O. Box 1748, Austin, TX 78767**

**Note - NOT included here: Supplemental Final Payment forms** - If you have any unexpended funds remaining after your last monthly invoice and for which you will request payment, the appropriate Supplemental / Final Payment forms should be provided after September for your action. Otherwise, you will release any remaining unexpended funds back to the County as part of the separate "Contract Annual Summary" (formerly known as "Close-Out") process.

## BUDGET REVISION REQUEST - SOCIAL SERVICES CONTRACTS

Travis County Health and Human Services & Veterans Services Department

Agency Name: \_\_\_\_\_

Revision for: **TRAVIS COUNTY Funding Only**

Program Name: \_\_\_\_\_

AGENCY: Refer to any applicable contract section(s) and / or attachment(s) when using this form

Revision Number: \_\_\_\_\_

Contract Term: \_\_\_\_\_

Effective Date for Revision: \_\_\_\_\_

Notice: the line items in this form are NOT directly linked to the monthly "...Exp Rpt" forms - you must still input your revised budget line items (when approved) into the next applicable monthly "...Exp Rpt" form as usual

Line	Item	Approved Budget	Prior Approval Required ?	Adjustment Amt. ( indicate + or - )	Revised Budget
<b>PERSONNEL</b>					
1	Salaries - REGULAR time				
2	Salaries-OVERTIME (Trav.Co. only)				
3	Benefits				
4			YES		
<b>A</b>	<b>SUBTOTAL - PERSONNEL</b>				
<b>OPERATING EXPENSES</b>					
5	General Operating Expenses				
6	Insurance/Bonding				
7	pro-rata share only) <b>PRIOR APPROVAL REQUIRED</b>		YES		
8	Consultants / Contractual				
9	Staff Travel - <u>within</u> Travis County				
10	Conference/Seminars/Trng. <u>within</u> Travis Co.				
11	Staff Travel - <u>out of</u> Travis Co.		YES		
12	County		YES		
13			YES		
14			YES		
<b>B</b>	<b>SUBTOTAL - OPER. EXPENSES</b>				
<b>DIRECT ASSISTANCE</b>					
15	Food / Beverage - for clients				
16	Financial Assistance to Individuals (e.g., rent, mortgage, utilities)				
17			YES		
18			YES		
<b>C</b>	<b>SUBTOTAL: DIRECT ASSIST.</b>				
<b>EQUIPMT./CAPITAL OUTLAY</b>					
19			YES		
20			YES		
<b>D</b>	<b>SUBTOTAL - EQPMT./ CAPITAL</b>				
<b>21</b>	<b>TOTALS (A+B+C+D+E)</b>				

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

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

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

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

**Travis Co. USE ONLY:**

Reviewed & approved by: \_\_\_\_\_

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

**Compliance Certification form – Social Service Contracts**

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



Agency: \_\_\_\_\_

Program: \_\_\_\_\_

Payment requested: month: \_\_\_\_\_, 20

Payment requested from: **TRAVIS COUNTY**

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

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

**Equipment Purchased:**

Purchase Date	Item	Cost	Model Number	Serial Number	Location

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

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

Executive Director \_\_\_\_\_ Date \_\_\_\_\_

For TCHHSVS use only:

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

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

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

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

TCHHSVS Program Manager \_\_\_\_\_ Date \_\_\_\_\_

TCHHSVS Division Director \_\_\_\_\_ Date \_\_\_\_\_

For TCHHSVS use only:

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

TCHHSVS Contract Monitor \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_  
 (Signature of County Executive for Health & Human Services and Veterans Service) Date \_\_\_\_\_



## Travis County Social Services Contract PAYMENT REQUEST

Invoice Number:

*IMPORTANT: Both an Expenditure Report and a Compliance Certification form must be provided with this invoice*

SECTION I - CURRENT PAYMENT DATA		
Agency	Program	Month/Year
	Contract Term	PAYMENT REQUEST AMOUNT
		\$0.00

SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY	
Item	Travis County Funds
1. TRAVIS COUNTY-Funded Program Budget	\$0.00
2. Previous Payments Requested (excludes Advance)	\$0.00
3. AMOUNT OF THIS PAYMENT REQUEST	\$0.00
4. Total Payments Requested (Item 2 plus Item 3)	\$0.00
5. Balance (Item 1, minus Item 4)	\$0.00

SECTION III - CERTIFICATION <i>(Must be completed by Contractor)</i>		
I certify that this Payment Request and the corresponding Expenditure Report have been made in accordance with the terms and conditions of the Contract. I also certify that all information provided is correct and that the amounts are not in excess of current needs.		
Preparer's Signature	Title	Date
Authorized Signature	Title	Date

SECTION IV - PAYMENT APPROVAL - <i>(TRAVIS CO. Staff)</i>		
Contract Manager's Signature	Name and Title	Date

SECTION V - PAYMENT APPROVAL - <i>(Travis County FINANCE)</i>			
TC HHS & VS Financial Approval	Name and Title	Date	AMOUNT APPROVED
County Account Number	Issue Area	Vendor ID Number	Purchase Order Number

**Staff Comments:**

## TRAVIS COUNTY CONTRACT EXPENDITURE REPORT

Inv. #:

Report Period: \_\_\_\_\_

Agency:  
 Agency contact:  
 E-mail:

Program:  
 Phone:  
 Fax:

Current contract term: \_\_\_\_\_

Line	Approved Budget				Actual Expenditures & Balance		
	SERVICE/ACTIVITY	# of Units	Cost Per Unit	Approved Budget	Expenditures	Cumulative Expenditures	Budget Balance
1						0.00	0.00
2				0.00	0.00	0.00	0.00
3				0.00	0.00	0.00	0.00
4				0.00	0.00	0.00	0.00
<b>TOTALS</b>				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Maximums Allowable</b>					<b>0.00</b>	<b>0.00</b>	

### Summary of Monthly Activities

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

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

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

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

**Travis Co. USE ONLY:**

Reviewed & approved by: \_\_\_\_\_

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

## INSURANCE REQUIREMENTS

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

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

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

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.
- E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

## II. Specific Requirements

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

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

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

### B. Commercial General Liability Insurance

1. Minimum limit:
  - \$500,000\* per occurrence for coverage A and B with a
  - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
  - a. Blanket contractual liability for this Contract
  - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
  - a. Waiver of Subrogation (Form CG 2404)
  - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
  - c. Travis County named as additional insured (Form CG 2010)

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

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

C. Business Automobile Liability Insurance†

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

† **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of \$ 100,000/\$300,000/\$50,000 may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

**ETHICS AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 1-30-14  
Name of Affiant: Alan D. Miller  
Title of Affiant: Exec. Director  
Business Name of Proponent: Workforce Solutions  
County of Proponent: TRAVIS

Affiant on oath swears that the following statements are true:

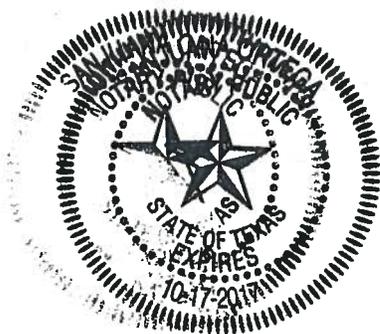
1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this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

[Signature]  
Signature of Affiant  
6505 Airport Blvd, Austin, TX  
Address 78752

SUBSCRIBED AND SWORN TO before me by Alan D. Miller on 1/30, 2014.

[Signature]

Notary Public, State of TEXAS  
Typed or printed name of notary Sandra Ortega  
My commission expires: 6/17/17



**LIST OF KEY CONTRACTING PERSONS**  
**January 21, 2014**

**CURRENT**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe	
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velasquez	
Executive Assistant .....	Josie Z. Zavala	
Executive Assistant .....	David Salazar	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse) .....	Annie Davis	Seton Hospital
Executive Assistant .....	Deone Wilhite	
Executive Assistant .....	Felicitas Chavez	
Executive Assistant .....	Sue Spears	
Commissioner, Precinct 2 .....	Bruce Todd*	
Commissioner, Precinct 2 (Spouse) .....	Elizabeth Christian	Consultant
Executive Assistant .....	Sara Krause*	
Executive Assistant .....	Joe Hon	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3 .....	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse) .....	CharylN Daugherty	Consultant
Executive Assistant .....	Bob Moore*	
Executive Assistant .....	Martin Zamzow*	
Executive Assistant .....	Madison A. Gessner*	
Commissioner, Precinct 4 .....	Margaret Gomez	
Executive Assistant .....	Edith Moreida	
Executive Assistant .....	Norma Guerra	
County Treasurer .....	Dolores Ortega-Carter	
County Auditor .....	Nicki Riley	
County Executive, Administrative .....	Vacant	
County Executive, Planning & Budget .....	Leslie Browder	
County Executive, Emergency Services.....	Danny Hobby	
County Executive, Health/Human Services .....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety .....	Roger Jefferies	
Director, Facilities Management .....	Roger El Khoury, M.S., P.E.	
Chief Information Officer .....	Tanya Acevedo	
Director, Records Mgmt & Communications.....	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .....	Steve Capelle	
Executive Assistant, County Attorney.....	James Collins	
Director, Land Use Division .....	Tom Nuckols	
Attorney, Land Use Division .....	Julie Joe	
Attorney, Land Use Division .....	Christopher Gilmore	
Director, Transactions Division .....	John Hille	
Attorney, Transactions Division .....	Daniel Bradford	
Attorney, Transactions Division .....	Elizabeth Winn	
Attorney, Transactions Division .....	Mary Etta Gerhardt	
Attorney, Transactions Division .....	Barbara Wilson	
Attorney, Transactions Division .....	Jim Connolly	
Attorney, Transactions Division .....	Tenley Aldredge	
Director, Health Services Division.....	Beth Devery	
Attorney, Health Services Division.....	Prema Gregerson	
Purchasing Agent .....	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent .....	Marvin Brice, CPPB	

Assistant Purchasing Agent.....Bonnie Floyd, CPPO, CPPB, CTPM  
 Purchasing Agent Assistant IV.....CW Bruner, CTP  
 Purchasing Agent Assistant IV.....Lee Perry  
 Purchasing Agent Assistant IV.....Jason Walker  
 Purchasing Agent Assistant IV.....Richard Villareal  
 Purchasing Agent Assistant IV.....Patrick Strittmatter  
 Purchasing Agent Assistant IV.....Lori Clyde, CPPO, CPPB  
 Purchasing Agent Assistant IV.....Scott Wilson, CPPB  
 Purchasing Agent Assistant IV.....Jorge Talavera, CPPO, CPPB  
 Purchasing Agent Assistant IV.....Loren Breland, CPPB  
 Purchasing Agent Assistant IV.....John E. Pena, CTPM  
 Purchasing Agent Assistant IV.....Rosalinda Garcia  
 Purchasing Agent Assistant IV.....Angel Gomez  
 Purchasing Agent Assistant IV.....Jesse Herrera, CTP, CTPM, CTCM  
 Purchasing Agent Assistant III.....Shannon Pleasant, CTPM  
 Purchasing Agent Assistant III.....David Walch  
 Purchasing Agent Assistant III.....Michael Long, CPPB  
 Purchasing Agent Assistant III.....Sydney Ceder  
 Purchasing Agent Assistant III.....Ruena Victorino\*  
 Purchasing Agent Assistant III.....Rachel Fishback\*  
 Purchasing Agent Assistant II.....Vacant  
 Purchasing Agent Assistant II.....L. Wade Laursen  
 Purchasing Agent Assistant II.....Sam Francis  
 HUB Coordinator.....Sylvia Lopez  
 HUB Specialist.....Betty Chapa  
 HUB Specialist.....Jerome Guerrero  
 Purchasing Business Analyst.....Scott Worthington  
 Purchasing Business Analyst.....Vacant

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 2 .....	Sarah Eckhardt .....	05/ 31/14
Purchasing Agent Assistant III.....	Nancy Barchus, CPPB.....	06/28/14
Purchasing Business Analyst.....	Jennifer Francis .....	11/29/14
Executive Assistant .....	Barbara Smith.....	01/15/15

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

## Shannon Pleasant

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**From:** Farris, Franciell <franciell.farris@wfscapitalarea.com>  
**Sent:** Tuesday, January 14, 2014 9:28 AM  
**To:** Shannon Pleasant  
**Cc:** Marvin Brice; Ladonna Brazell; Tara Carmean; Clark, Elaine W  
**Subject:** Request for a Corrected Travis County Local Match Agreement  
**Attachments:** RE: Travis County Local Match Agreement FY 14  
  
**Importance:** High

Workforce Solutions – Capital Area Workforce Board would like to request a corrected Travis County Local Match Agreement from Travis County. The corrected agreement is needed and will be submitted to the Texas Workforce Commission (TWC) by 01/31/14. The previous agreement was not accepted by TWC this week because it was on an old template, WD Letter 40-09, Attachment 1.

In late September, WFS sent the documents to Travis County for review on the current template, WD Letter 30-12, Attachment 1 (see attached correspondence). However, with the modifications from the County, the final agreement was transferred onto the old template and was signed by both parties.

We apologize for any inconvenience this may have caused. Your quick response to resolve this issue is greatly appreciated.

Thank you,

**Franciell M. Farris**  
**Child Care Quality Program Specialist**  
**Workforce Solutions – Capital Area Workforce Board**  
6505 Airport Blvd., Suite 101-E  
Austin, TX 78752  
(512) 597-7113  
(512) 719-4709 Fax  
[franciell.farris@wfscapitalarea.com](mailto:franciell.farris@wfscapitalarea.com)  
[www.wfscapitalarea.com](http://www.wfscapitalarea.com)

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**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) 279-1608**

**DATE:** February 4, 2014

**TO:** Cyd V. Grimes, C.P.M., CPPO, Travis County Purchasing Agent

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

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**SUBJECT:** Approval of a modification to the Workforce Solutions Child Care Local Match Contract: \$223,741

**Proposed Motion:**

Consider and take appropriate action to approve a modification to the Workforce Solutions Child Care Local Match contract.

**Summary and Staff Recommendation:**

The Texas Workforce Commission requires that a different attachment be used in this contract. The contract award, statement of work and budget remains unchanged. Workforce Solutions can utilize local contributions to draw down additional federal funds for childcare.

**Issues and Opportunities:**

Under this contract, Travis County will transfer \$223,741 of General Fund money earmarked for childcare to Workforce Solution so the organization can leverage an additional \$1,171,537 in federal childcare funds, the City of Austin will contribute \$331,832 to produce a total of \$1,727,110 to provide childcare for low-income families in Travis County.

**Budget and Fiscal Impact:**

These funds are in the FY 2014 zero-based budget.

**Contract Term:**

Fiscal year 2014: October 2013 through September 2014.

**CC:** Nicki Riley, C.P.A., Travis County Auditor  
Patti Smith, Chief Assistant, Travis County Auditor  
Kapp Schwebke, Financial Auditor Analyst IV, Travis County Auditor  
Mary Etta Gerhardt, Assistant County Attorney  
Marvin G. Brice, CPPB, Asst. Purchasing Agent, County Purchasing Office  
Shannon Pleasant, Purchasing Agent Asst., County Purchasing Office  
Aerin Toussaint, Budget Analyst Sr., Planning and Budget Office  
Lisa Sinderman-Glass, Financial Analyst Lead, Finance Division, TCHHSVS  
LaDonna Brazell, Contract Compliance Specialist, Finance Division, TCHHSVS  
San Juana Gonzales, Contract Compliance Specialist, Finance Division, TCHHSVS  
LaTrice Johnson, Contract Compliance Specialist, Finance Division, TCHHSVS  
Caula McMarion, Accountant, Finance Division, TCHHSVS  
Jim Lehrman, Division Director, Family Support Services, TCHHSVS  
Kathleen Haas, Financial Services Manager, Finance Division, TCHHSVS  
Deborah Britton, Division Director, Community Services, TCHHSVS

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