# Travis County Commissioners Court Agenda Request

**Meeting Date:** February 25, 2014
**Prepared By/Phone Number:** Michael Long/854 4850; Marvin Brice/854 9765
**Elected/Appointed Official/Dept. Head:** Cyd Grimes
**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Modification No. 1 to Contract No. 4400001362, Austin Travis County Integral Care, for Child Therapeutic Services.

- **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.

  Travis County Health and Human Services and Veteran Services (TCHHSVS) is requesting the FY2014 Renewal of the Parenting In Recovery (PIR) child therapist contract for the provision of 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.

  Modification No. 1 will renew the contract as an additional term from September 30, 2013 through September 29, 2014. The not to exceed amount for this contract is for $67,651. This renewal was previously approved on the September 24, 2013 Court Agenda, Item No. 38 to prevent contract expiration, as they were not ready for presentation due to HHS & VS working with the County Attorney's office on finalizing the Statement of Work and funding. The agreements are now finalized and are being presented to the Court for signature.

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

- **Contract-Related Information:**
  Award Amount: $ 60,845
  Contract Type: Interlocal Agreement
  Contract Period: February 1, 2013 through September 29, 2013

- **Contract Modification Information: N/A**
  Modification Amount: $67,651
  Modification Type: Interlocal Agreement
  Modification Period: September 30, 2013 – September 29, 2014

- **Solicitation-Related Information: N/A**

| | |
|---|---|
| Solicitations Sent: | Responses Received: |
| HUB Information: | % HUB Subcontractor: |

- **Special Contract Considerations: N/A**

☐ Award has been protested; interested parties have been notified.

☐ Award is not to the lowest bidder; interested parties have been notified.

☐ Comments:

- **Funding Information:**

☐ SAP Shopping Cart #: N/A

☐ Funding Account(s): FR#300001047

**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**
**for TCHHSVS**
**(512) 854-4100**
**Fax (512) 279-1608**

**DATE:** February 12, 2014

**TO:** Cyd Grimes, Travis County Purchasing Agent, CPM, CPPO

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

**SUBJECT:** Approval of interlocal cooperation agreement to fund a Child Therapist position at Austin Travis County Integral Care

**Proposed Motion:**
Consider and take appropriate action to approve a $67,651 interlocal cooperation agreement to fund a Child Therapist position at Austin Travis County Integral Care using Parenting in Recovery grant funds.

**Summary and Staff Recommendations:**
For the past six years, Travis County Health and Human Services and Veterans Service (TCHHSVS) has served as the lead agency for a regional partnership (known as the Parenting in Recovery project) that includes Austin Recovery, Foundation Communities, the Texas Department of Family and Protective Services, Austin Travis County Integral Care (ATCIC), and the Travis County Family Drug Treatment Court.

The Parenting in Recovery (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 U.S. Dept. of Health and Human Services awarded an additional two years of funding for the PIR project in September 2012. This funding expands services to the children whose parents are enrolled in the PIR program. Part of the additional PIR award is used to fund a Child Therapist position which provides assessments and develops individualized service plans that support the goals of increased emotional, developmental and social-emotional well-being of the children.

TCHHSVS staff recommends approving this interlocal.

**Budgetary and Fiscal Impact:**
The $67,651 will come from the $481,000 in PIR grant funds provided for the second year of the two-year extension. The contract number is 4400001362. The funds reservation number is 300001047.

**Issues and Opportunities:**
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. 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 reduces the risk factors associated with maternal drug dependence, and has increased the ability of mothers to safely care for their children.

**Background:**
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.

Cc: Jim Lehrman, Acting Director, Office of Children's Services, TCHHSVS
Nicki Riley, Travis County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leslie Browder, County Executive, Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

**MODIFICATION OF CONTRACT NUMBER: 4400001362 – Child Therapeutic Services** 

| ISSUED BY: | PURCHASING AGENT ASST: **Shannon Pleasant** | DATE PREPARED: |
|---|---|---|
| **Travis County Purchasing Office**<br>**P.O. Box 1748**<br>**Austin, Texas 78767** | TEL. NO: **(512) 854-1181**<br>FAX NO: **(512) 854-9185** | **December 17, 2013** |
| ISSUED TO:<br>**Austin Travis County Integral Care**<br>**1430 Collier St.**<br>**Austin, TX 78704** | MODIFICATION NO.:<br>**1** | EXECUTED DATE OF ORIGINAL CONTRACT:<br>**February 1, 2013** |

ORIGINAL CONTRACT TERM DATES: **February 1, 2013 - September 30, 2013** CURRENT CONTRACT TERM DATES: **September 30, 2013- September 29, 2014**

**FOR TRAVIS COUNTY INTERNAL USE ONLY**:
Original Contract Amount: $ 60,845 Current Modified Amount $67,651

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

1. Renewal of agreement for an additional twelve month period from September 30, 2013 through September 29, 2014.
2. The not to exceed amount for this renewal period is $67,651.

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:**
**[X] 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: ATCMHMR dba ATCIC

BY: _____
SIGNATURE

BY: David Evans
PRINT NAME

TITLE: CEO
ITS DULY AUTHORIZED AGENT

☐ DBA
☐ CORPORATION
☐ OTHER

DATE: 2·6·14

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:

**2014 RENEWAL AND AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT BETWEEN TRAVIS COUNTY AND AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER DOING BUSINESS AS AUSTIN TRAVIS COUNTY INTEGRAL CARE FOR SERVICES UNDER THE PARENTING IN RECOVERY GRANT (Child Therapist)**

This 2014 Renewal and Amendment ("Amendment/ 2014 Renewal") of Interlocal Cooperation Agreement is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Austin-Travis County Mental Health and Mental Retardation Center, d.b.a. Austin Travis County Integral Care" ("Center"), the Mental Health and Intellectual/Developmental Disabilities Authority designated by the State of Texas for Travis County and the incorporated municipalities therein pursuant to Texas Health and Safety Code, Chapters 531 and 534, and other applicable statutes.

**RECITALS**

County and Center (collectively referred to herein as the "Parties") entered into an agreement to provide mental health, intellectual/developmental disabilities and substance abuse services for indigent citizens and other eligible clients ("Agreement") the Initial Term of which began February 1, 2013, and terminates September 29, 2013 ("Initial Agreement Term"); and

Under the Agreement, Center agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information related to mental health, mental retardation and substance abuse services in accordance with the terms of the Agreement, thus providing services which further a public purpose; and

The Agreement provided for renewal and amendment of the Agreement by the written agreement of the Parties; and

Where goods or services are funded from federal, state or local grants ("Grant"), Center will, according to the terms of the Grant, provide goods and services necessary to achieve the Grant's purpose in accordance with Grant terms.

County and Center desire to renew the Agreement for an additional one-year term (" 2014 Renewal Term") and to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement applicable to the 2014 Renewal Term.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

**1.0 INTERLOCAL TERMS.**

**1.1 2014 Renewal Term**. The Parties acknowledge and agree to renew the Agreement for the "2014 Renewal Term," and agree to make certain changes applicable to that 2014 Renewal Term in this Amendment/ 2014 Renewal including, but not limited to, changes with respect to Grant funding applicable to the 2014 Renewal Term (collectively, the "2014 Grant Funds").

**1.2 2014 Grant Renewal Term**. The Parties agree that the changes made in this Amendment/ 2014 Renewal related to the 2014 Grant Funds (Parenting in Recovery) will be applicable as follows:

1.2.1 Parenting in Recovery - that time period beginning September 30, 2013, and terminating September 29, 2014 (" 2014 PIR Grant Renewal Term").

**2.0 MAXIMUM AMOUNTS.**

**2.1 2014 Renewal Term Maximum Amounts**. The Parties agree to amend the maximum amount applicable to the 2014 Renewal Term (Section 13.1.1) to reflect an amount not to exceed the following for the 2014 Renewal Term:

**$ 67,651**

**3.0 ENTIRE AGREEMENT**

**3.1 2014 Attachments**. The Parties agree to amend Section 4.2, "Attachments," by adding the following:

4.2-2014 - 2014 Attachments:

| | | |
|---|---|---|
| 4.2.1 | Attachment A-2014 | 2014 Work Statement |
| 4.2.2 | Attachment B-2014 | 2014 Financial Forms |
| | (i) | Compliance Certification Form |
| | (ii) | Payment Request Form |
| | (iii) | Expenditure Report Form |
| | (iv) | Budget Revisions Request Form |
| | (v) | Out of Town Travel Form |
| 4.2.3 | Attachment C-2014 | 2014 Insurance Requirements |
| 4.2.4 | Attachment D-2041 | 2014 Ethics Affidavit |
| 4.2.5 | Attachment E-2014 | 2014 PIR Grant Assurances and Acknowledgements |

**3.2 Promised Performance**. The attachments enumerated and denominated above are attached to this Amendment/2014 Renewal as **Exhibit 1** and are hereby made a part of the Agreement, as amended, and constitute promised performances by Center in accordance with all terms of the Agreement.

**3.3 Previous Attachments**. The Parties agree that previous attachments, in whole or in part, not specifically changed by this Amendment/2014 Renewal will remain in full force and effect.

**4.0 CENTER PERFORMANCE**

**4.1 Grant Terms.** The Parties agree that all terms and conditions relevant to Grant requirements as included in this Agreement by this Amendment/2014 Renewal, either specifically or by reference, or by previous Agreement/Amendment terms not specifically changed by this Amendment/2014 Renewal remain in full force and effect. County will provide Center with copies of any changes in the Grants applicable to Center's performance under this Amendment/2014 Renewal and the Agreement, as amended, upon receipt of such changes.

**5.0 FINANCIAL PROVISIONS**

**5.1 2014 Renewal Term Maximum Funds**. The Parties agree to amend Section 13.1.1, "Maximum Amount," by adding the following as to 2014 Renewal Term not-to-exceed amounts:

13.1.1 - 2014 Renewal Term Maximum Funds. Subject to the terms and conditions of this Agreement, as amended (see Section 2.1 above) the Parties agree to Maximum Funds as to the 2014 Renewal Term in the following amounts:

**$67,651.00**

**5.2 Grant Funds Limitations.** The Parties agree that, should Grant Funds from any individual source identified in this Amendment/2014 Renewal be withdrawn, decreased, or otherwise not

provided to County, the County's not-to-exceed amount in this Section 5.0 shall be reduced accordingly. County shall advise Center of any decrease in Grant Funds immediately upon receipt of notice from the Grant source, and shall not be responsible for payment of any expenses incurred for Grant activities provided by Center after such notice. Funds from any Grant funding source are available only during the term of that Grant, according to the terms of the Grant.

5.3 **Fiscal Year Limitations. - 2014 Renewal Term**. As to the 2014 Renewal Term, the Parties agree that, of the totals set forth in Section 5.1 of this Amendment/2014 Renewal, Center cannot invoice, and will not be paid for expenditures during the following designated periods which are greater than the amounts shown in Section 5.1 of this Amendment/2014 Renewal.

## 6.0 INCORPORATION

6.1 County and Center hereby incorporate the Agreement, as amended, into this Amendment/2014 Renewal. Except for the changes made in this Amendment/2014 Renewal, County and Center hereby agree to all the terms and conditions of the Agreement as amended. The Agreement, as amended, with the changes made in this Amendment/2014 Renewal constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

## 7.0 EFFECTIVE DATE

7.1 This Amendment/2014 Renewal is effective September 30, 2013, when it is approved and signed by both Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

# ATTACHMENT A-2014
# 2014 WORK STATEMENT

## CONTRACTOR DESCRIPTION:

Austin Travis County Integral Care provides community-based behavioral health and developmental disabilities services in Travis County, serving more than 22,000 individuals and families annually, by offering a comprehensive system of services and programs year-round.

Individuals receiving services at Integral Care are often in dire need of care and have a single or combined diagnosis of developmental disabilities, persistent mental illnesses, and chemical dependency issues. Integral Care's programs are administered through the following service areas:

- Adult Behavioral Health
- Child and Family
- Intellectual and Developmental Disabilities
- Psychiatric Crisis Services and Jail Diversion

Services include mental health assessments, psychiatric evaluations, 24-hour crisis interventions, medication treatment, inpatient treatment, supportive employment and vocational services, service coordination, care coordination, case management, family support and respite care, housing, information and referral, supported living and residential services. Integral Care also provides community services in consumer's place of residence, schools, or within the community most appropriate for delivery of services.

## CONTRACTOR SERVICES:

Austin Travis County Integral Care will provide mental health therapeutic services to children 0 – 17 years of age whose parents are enrolled in the Travis County Family Drug Treatment Court (FDTC) Program (each, an "Enrolled Child/Youth" and, collectively, "Enrolled Children/Youth") by employing a child therapist ("Child Therapist").

## CHILD THERAPEUTIC SERVICES:

The Child Therapist will work closely with participating caregiver (parent or legally authorized representative) and the Travis County Family Drug Treatment Court (FDTC) Team to establish and work toward goals that increase the emotional, developmental and social-emotional well-being of the Enrolled Child/Youth while the parent(s) are enrolled in the FDTC and Parenting in Recovery (PIR) .

Specific duties of the Child Therapist include:

- Screen Enrolled Children/Youth, selecting the screening/assessment tool that best fits the functioning of the particular Enrolled Child/Youth. The Child Therapist will use either the ***Ages and Stages Questionnaire (ASQ)*** or the Child and Adolescent Needs and Strengths - MH (CANS-MH) assessment tool;

- Maintains a caseload of 10-15 FDTC families to provide therapeutic services and/or connect to specialized service providers to improve the parent/child attachment and overall functioning of the Enrolled Child/Youth;

- Provide mental health therapeutic services to Enrolled Children/Youth for 4 to 12 months with closure occurring when the goals have been met and/or the Enrolled Child/Youth has been successfully transitioned to longer term services and or community-based services;

- When therapeutically indicated, provide direct services to the Enrolled Child/Youth utilizing evidenced based practices including Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), filial therapy and/or Child-Parent Psychotherapy.

- Engages both the Enrolled Child/Youth and his/her caregiver (parent or kin), in assessing the social-emotional needs of the Enrolled Child/Youth to plan for the developmental activities, therapeutic interventions;

- Develop an individualized treatment plan of care (the "Plan") for each Enrolled Child/Youth that may include a social history; a developmental and/or mental health assessment; service recommendations that may include advocacy, care coordination/case management, parent training, crisis intervention, counseling, therapy, non-traditional therapeutic services and/or skills training; documents the Plan and distributes to legal parties as agreed;

- Makes referrals and collateral contacts to community agencies to address the educational, social/recreational, any additional behavioral healthcare services and supports, including medical/dental care of the Enrolled Child/Youth, ensuring that each Enrolled Child/Youth has a medical home;

- Appears in court to provide testimony to the court on progress made by the Enrolled Child/Youth and/or parent while participating in the FDTC/ Parenting in Recovery;

- Conducts an average of four (4) assessments per month and will monitor an average of 35 Plans per Agreement year;

- Will coordinate with providers on the ATCIC Provider Network to provide non-traditional therapeutic services and supports, which could include art/music therapy, recreational therapy, behavioral aide, pro-social groups, individual/family mentoring, respite care, and equine therapy, on an as needed basis;

- Be responsible for documenting the service encounters while providing the therapeutic services;

- Preparing and providing the reports necessary for adhering to the requirements of the Parenting in Recovery Grant based on the Child Therapist's role in the Grant; and

- Assist in the coordination of team meetings involving the Enrolled Child/Youth and/or family members in addressing the developmental and social-emotional well-being needs of the Enrolled Child/Youth.

**Minimum Qualifications of the Child Therapist**

- Master's Degree in Social Work or related field;

- Licensed Practitioner of the Healing Arts (LPHA), either as a Licensed Professional Counselor (LPC), or Licensed Clinical Social Worker (LCSW).

- Extensive knowledge of the stages of child development including social and emotional well-being; child welfare and child protective services systems;

- Minimum of three (3) years providing children's mental health services, infant mental health services, or other direct services addressing the developmental and social-emotional needs of children;

- Trained in evidenced based practices including Trauma-Focused Cognitive Behavioral Therapy (TF-CBT); and prefer filial therapy and/or Child-Parent Psychotherapy

- Demonstrate flexibility with work schedule and willingness to work evening hours and/or weekends; and

- Ability to demonstrate cultural and/or linguistic competency with children and their families with diverse backgrounds, with Bilingual capabilities (Spanish and English) strongly preferred.

**WORKPLAN:**

The services provided under this Contract shall be provided during the 2014 Renewal Term.

# 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 formmust be submitted with every invoice; and

**Tabs 4 & above.** The Expenditure Reports and Payment Requests (follow the detailed instructions below ), comprised of 24 linked monthly spreadsheet tabs (12 "Exp Rpt" & 12 "Pay Req"), beginning with January. **NOTE: (Subject to any changes in County requirements) if you have any unexpended funds remaining after your last regular monthly invoice and for which you will request payment, there will be a Supplemental "13th 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 theforms 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 cell only. If your invoice forms need any changes, please contact yourTravis County contract manager or City HHSD Research Analyst David Garza for assistance by email David.Garza@ci.austin.tx.us or by phone (512) 972-5008. Your assigned Travis County contract manager and the City Research Analyst are also available should you have any questions or need technical assistance.

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

**1)** In the "Jan07 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, add/correct your TRAVIS COUNTY total 12-month (January 1 through December 31) program budget amount for each line item. 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 January 2007 column, input the actual amount for each eligible expenditure line item (total for the January 1st through January 31st 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 12 Payment Request forms automatically calculate directly from the corresponding Expenditure Report – this means that the two January forms are linked, as are the two February 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.

**Note - NOT included here: Supplemental "13th Payment" forms** - If you have any unexpended funds remaining after your last monthly invoice and for which you will request payment, the appropriate Supplemental / 13th Payment forms should be provided after December 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.**

## Compliance Certification form – Grant Contracts

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

Agency: ATCIC Program: Parenting in Recovery - Child Therapist

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

The following items must be itemized in the current approved program budget, OR written prior approval by TCHHS&VS 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 _____

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**For Travis County staff use only:**

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

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

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

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

Travis County contract manager _____ Date _____

Travis County director (or designee) _____ Date _____

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**For TC HHS&VS Admin./Finance use only:**

___ Service has been received in the HTE system

___ Payment Request reviewed for: 1) reporting accuracy 2) expenditures verified and 3) contract compliance.

___ Annual Audit submission by Service Agency per contract has been verified

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

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

Grant Approval (County Auditor) _____ Date _____

## Travis County Grant Contract

# PAYMENT REQUEST

Invoice Number: **PIR #1**

*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** |
| ATCIC | Parenting in Recovery - Child Therapist | **October 2013** |
| 1430 Collier Street<br>Austin TX 78704<br>Phone (512) 447-4141 | **Contract Term** | **PAYMENT REQUEST AMOUNT** |
| | **Sept. 30, 2013 - Sept. 29, 2014** | **$0.00** |

| SECTION II - PROGRAM BUDGET AND PAYMENT SUMMARY | |
|---|---|
| ***Item*** | ***Travis County Funds*** |
| **1. Grant Funded Program Budget** | **$67,651.00** |
| **2. Previous Payments Requested** | **$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)** | **$67,651.00** |

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

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

| Authorized Signature | Title | Date |
|---|---|---|
| | | |
| **Preparer' s Signature** | **Title** | **Date** |
| | | |

| SECTION IV - PAYMENT APPROVAL - *(TRAVIS CO. Staff)* | | |
|---|---|---|
| **Contract Manager's Signature** | **Name and Title** | **Date** |
| | John C. Bradshaw<br>Contract Specialist | |

| SECTION V - PAYMENT APPROVAL - *(Travis County FINANCE)* | | | |
|---|---|---|---|
| **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. #: PIR #1 **Report Period: October 2013**

Agency: **ATCIC** Program: **Parenting In Recovery - Child Therapist**
Agency contact: First and Last Names Phone: number, ext. Current contract term:
E-mail: name@address.org Fax: number, ext. Sept. 30, 2013 - Sept. 29, 2014

| Line | Approved Budget | | Actual Expenditures & Balance | | |
|---|---|---|---|---|---|
| | Item | Approved Budget | Expenditures October 2013 | Cumulative Expenditures | Budget Balance |
| | **PERSONNEL** | | | | |
| 1 | Salaries - REGULAR time | 48,904.00 | 0.00 | 0.00 | 48,904.00 |
| 2 | Salaries-OVERTIME (Trav.Co. only) | 0.00 | 0.00 | 0.00 | 0.00 |
| 3 | Benefits | 12,509.00 | 0.00 | 0.00 | 12,509.00 |
| 4 | Other (Specify) | 0.00 | 0.00 | 0.00 | 0.00 |
| A | ***SUBTOTAL - PERSONNEL*** | **61,413.00** | **0.00** | **0.00** | **61,413.00** |
| | **OPERATING EXPENSES** | | | | |
| 5 | General Operating Expenses | 2,758.00 | 0.00 | 0.00 | 2,758.00 |
| 6 | Insurance/Bonding | 0.00 | 0.00 | 0.00 | 0.00 |
| 7 | Audit Expenses (for Travis Co. funds, include pro-rata share only) | 0.00 | 0.00 | 0.00 | 0.00 |
| 8 | Consultants / Contractual | 0.00 | 0.00 | 0.00 | 0.00 |
| 9 | Staff Travel - **within** Travis County | 2,520.00 | 0.00 | 0.00 | 2,520.00 |
| 10 | Conference/Seminars/Trng. **within** Travis Co. | 500.00 | 0.00 | 0.00 | 500.00 |
| 11 | Staff Travel - **out of** Travis Co. | 0.00 | 0.00 | 0.00 | 0.00 |
| 12 | Conferences/Seminars/Trng **out of** Travis County | 0.00 | 0.00 | 0.00 | 0.00 |
| 13 | Equipment | 0.00 | 0.00 | 0.00 | 0.00 |
| 14 | Supplies | 460.00 | 0.00 | 0.00 | 460.00 |
| B | ***SUBTOTAL - OP. EXPENSES*** | **6,238.00** | **0.00** | **0.00** | **6,238.00** |
| | **DIRECT ASSISTANCE** | | | | |
| 15 | Food / Beverage - for clients | 0.00 | 0.00 | 0.00 | 0.00 |
| 16 | Financial Assistance to Individuals (e.g., rent, mortgage, utilities) | 0.00 | 0.00 | 0.00 | 0.00 |
| 17 | Other (specify) | 0.00 | 0.00 | 0.00 | 0.00 |
| 18 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| C | ***SUBTOTAL: DIRECT ASSIST.*** | **0.00** | **0.00** | **0.00** | **0.00** |
| | **EQUIPMT./CAPITAL OUTLAY** | | | | |
| 19 | List items (specify equipmt/capit.) | 0.00 | 0.00 | 0.00 | 0.00 |
| 20 | 0 | 0.00 | 0.00 | 0.00 | 0.00 |
| D | ***SUBTOTAL - EQPMT./ CAPITAL*** | **0.00** | **0.00** | **0.00** | **0.00** |
| | RECOVERED ADVANCE PAYMENTS | Note: any amounts on line **E** must be input as negative dollars (reimbursed) | | | |
| E | ***SUBTOTAL: RECOVERED ADVANCE PAYMENTS*** | **0.00** | **0.00** | **0.00** | **0.00** |
| 21 | **TOTALS ( A+B+C+D+E )** | **67,651.00** | **0.00** | **0.00** | **67,651.00** |
| | **Maximums Allowable** | **67,651.00** | **67,651.00** | **67,651.00** | |

**Preparer's Signature:** _____ **Date:** _____

**Authorized Signature:** _____ **Date:** _____

**Travis Co. USE ONLY:**
Reviewed & approved by: _____ **Date:** _____

# BUDGET REVISION REQUEST - GRANT CONTRACTS

Travis County Health and Human Services and Veterans Service

**Agency Name:** ATCIC

**Revision for:** TRAVIS COUNTY Funding Only

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

**Program Name:** Parenting in Recovery - Child Therapist

**Revision Number:** (No.)

**Contract Term:** Sept. 30, 2013 to Sept. 29, 2014

**Effective Date for Revision:** (date to be effective)

**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 |
|---|---|---|---|---|---|
| | **PERSONNEL** | | | | |
| 1 | Salaries - REGULAR time | | | | 0.00 |
| 2 | Salaries-OVERTIME (Trav.Co. only) | | | | 0.00 |
| 3 | Benefits | | | | 0.00 |
| 4 | Other (Specify) | | YES | | 0.00 |
| A | ***SUBTOTAL - PERSONNEL*** | 0.00 | | 0.00 | 0.00 |
| | **OPERATING EXPENSES** | | | | |
| 5 | General Operating Expenses | | | | 0.00 |
| 6 | Insurance/Bonding | | | | 0.00 |
| 7 | Audit Expenses (for Travis Co. funds, include pro-rata share only) | | | | 0.00 |
| 8 | Consultants / Contractual | | | | 0.00 |
| 9 | Staff Travel - within Travis County | | | | 0.00 |
| 10 | Conference/Seminars/Trng. within Travis Co. | | | | 0.00 |
| 11 | Staff Travel - out of Travis Co. | | YES | | 0.00 |
| 12 | County | | YES | | 0.00 |
| 13 | Other (specify) | | YES | | 0.00 |
| 14 | #REF! | | YES | | 0.00 |
| B | ***SUBTOTAL - OPER. EXPENSES*** | 0.00 | | 0.00 | 0.00 |
| | **DIRECT ASSISTANCE** | | | | |
| 15 | Food / Beverage - for clients | | | | 0.00 |
| 16 | Financial Assistance to Individuals (e.g., rent, mortgage, utilities) | | | | 0.00 |
| 17 | Other (specify) | | YES | | 0.00 |
| 18 | #REF! | | YES | | 0.00 |
| C | ***SUBTOTAL: DIRECT ASSIST.*** | 0.00 | | 0.00 | 0.00 |
| | **EQUIPMT./CAPITAL OUTLAY** | | | | |
| 19 | List items (specify equipmt/capit.) | | YES | | 0.00 |
| 20 | #REF! | | YES | | 0.00 |
| D | ***SUBTOTAL - EQPMT./ CAPITAL*** | 0.00 | | 0.00 | 0.00 |
| | | | | | |
| 21 | **TOTALS (A+B+C+D+E)** | 0.00 | | 0.00 | 0.00 |

**Preparer's Signature:** _____ **Date:** _____

**Authorized Signature:** _____ **Date:** _____

**Travis Co. USE ONLY:**

Reviewed & approved by: _____ **Date:** _____

# OUT OF TOWN TRAVEL FORM

NAME OF CONTRACTOR:_____

DATE OF SUBMISSION:_____

PURPOSE OF TRAVEL AND RELATIONSHIP TO COUNTY BUSINESS:

_____

_____

DESTINATION:_____

DATE: From _____ to _____

| INDIVIDUALS PARTICIPATING: | RELATIONSHIP TO CONTRACT PURPOSE: |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

COSTS:

Lodging (Total): $_____
Details: _____
Meals (Total): $ _____
Details: _____
Transportation (Total): $ _____
Details: _____

SIGNATURE:_____
Printed Name:_____
Title:_____
Date:_____

# INSURANCE REQUIREMENTS
# ATTACHMENT C

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. 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. For purposes of this contract, the "verification of insurance" issued by the Texas Council Risk Management Fund is acceptable in lieu of the "certificate of insurance.

C. 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.

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

E. 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.

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

G. 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.

H. 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.

I. 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. 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:
   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 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. Sexual misconduct with a limit of $100,000 per claim /$300,000 is acceptable.

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 the retroactive date of coverage.

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
# ATTACHMENT D

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date:_____
Name of Affiant:_____
Title of Affiant:_____
Business Name of Proponent:_____
County of Proponent:_____

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 of Affiant

_____
Address

SUBSCRIBED AND SWORN TO before me by_____on_____, 20____.

_____

Notary Public, State of _____

Typed or printed name of notary
My commission expires:_____

# EXHIBIT 1
# LIST OF KEY CONTRACTING PERSONS
# December 5, 2013

**CURRENT**

| Position Held | Name of Individual Holding Office/Position | Name of Business Individual is Associated |
|---|---|---|
| County Judge | Samuel T. Biscoe | |
| County Judge (Spouse) | Donalyn Thompson-Biscoe | |
| Executive Assistant | Cheryl Brown | |
| Executive Assistant | Melissa Velasquez | |
| Executive Assistant | Josie Z. Zavala | |
| Executive Assistant | 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 | Barbara Smith* | |
| Commissioner, Precinct 4 | Margaret Gomez | |
| Executive Assistant | Edith Moreida | |
| Executive Assistant | Norma Guerra | |
| County Treasurer | Dolores Ortega-Carter | |
| County Auditor | Nicki Riley | |
| County Executive, Administrative | Vacant | |
| County Executive, Planning & Budget | Leslie Browder | |
| County Executive, Emergency Services | Danny Hobby | |
| County Executive, Health/Human Services | Sherri E. Fleming | |
| County Executive, TNR | Steven M. Manilla, P.E. | |
| County Executive, Justice & Public Safety | Roger Jefferies | |
| Director, Facilities Management | Roger El Khoury, M.S., P.E. | |
| Interim Chief Information Officer | Tanya Acevedo | |
| Director, Records Mgment & 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**

| Position Held | Name of Individual Holding Office/Position | Date of Expiration |
|---|---|---|
| Purchasing Agent Assistant II | Jayne Rybak, CTP | 12/14/13 |
| Commissioner, Precinct 3 | Karen Huber | 01/01/14 |
| Executive Assistant | Garry Brown | 01/01/14 |
| Executive Assistant | Julie Wheeler | 01/01/14 |
| Executive Assistant | Jacob Cottingham | 01/01/14 |
| 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 |

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

OMB Approval No. 4040-0007
Expiration Date: 06/30/2014

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

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

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

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

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
|---|---|
| APPLICANT ORGANIZATION | DATE SUBMITTED<br>January 14, 2013 |

U.S. Department of Health & Human Services

ADMINISTRATION FOR CHILDREN & FAMILIES

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ACF Home » CERTIFICATION REGARDING LOBBYING

# CERTIFICATION REGARDING LOBBYING

Was this page helpful?

YES NO

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature

_____

Title

_____

Organization

_____

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

| 1. Type of Federal Action: | 2. Status of Federal Action: | 3. Report Type: |
|---|---|---|
| ☐ a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | ☐ a. bid/offer/application<br>b. initial award<br>c. post-award | ☐ a. initial filing<br>b. material change<br>**For Material Change Only:**<br>year _____ quarter _____<br>date of last report _____ |

| 4. Name and Address of Reporting Entity: | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: |
|---|---|
| ☐ Prime ☐ Subawardee<br>Tier _____, if known:<br><br>**Congressional District**, if known: 4c | **Congressional District**, if known: |
| **6. Federal Department/Agency:** | **7. Federal Program Name/Description:**<br><br>CFDA Number, if applicable: _____ |
| **8. Federal Action Number**, if known: | **9. Award Amount**, if known:<br>$ |
| **10. a. Name and Address of Lobbying Registrant** (if individual, last name, first name, MI): | **b. Individuals Performing Services** (including address if different from No. 10a) (last name, first name, MI): |
| **11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____ |
| **Federal Use Only:** | Authorized for Local Reproduction<br>Standard Form LLL (Rev. 7-97) |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

U.S. Department of Health & Human Services

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ACF Home » CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (LOWER TIER)

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS (LOWER TIER)

Was this page helpful?

YES NO

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a

person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**********

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**U.S. Department of Health and Human Services**
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Washington, D.C. 20447

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ACF Home › CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

# CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Was this page helpful?

YES NO

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central pint is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

**Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)**

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. For grantees other than individuals, Alternate I applies.

4. For grantees who are individuals, Alternate II applies.

5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).

8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

*Controlled substance* means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through

1308.15);

*Conviction* means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

*Criminal drug statute* means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

*Employee* means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

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**Certification Regarding Drug-Free Workplace Requirements**

Alternate I. (Grantees Other Than Individuals)

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

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

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

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

1. Abide by the terms of the statement; and
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

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

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

_____

_____

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

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

[55 FR 21690, 21702, May 25, 1990]

U.S. Department of Health & Human Services

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# CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Was this page helpful?

YES NO

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.



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# CERTIFICATION REGARDING MAINTENANCE OF EFFORT

Was this page helpful?

YES NO

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the _____ Program by _____ (Applicant Organization), will be in addition to, and not in substitution for, comparable activities previously carried on without Federal assistance.

_____
Signature of Authorized Certifying Official

_____
Title

_____
Date

# PARENTING IN RECOVERY
# PUBLIC POLICY REQUIREMENTS

## Acknowledgement of Federal Funding

As required by U.S. Department of Health and Human Services (HHS) appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

## Activities Abroad

HHS recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

## Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq*., prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 91.

## Civil Rights Act of 1964 (Title VI)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq*., provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 80.

## Confidentiality of Patient/Client Records

Section 543 of the PHS Act, 42 U.S.C. 290dd-2, requires that records of substance abuse patients be kept confidential except under specified circumstances and purposes. The covered records are those that include the identity, diagnosis, prognosis, or treatment of any patient maintained in connection with any program or activity relating to substance abuse education, prevention, training, treatment, rehabilitation, or research that is conducted, regulated, or directly or indirectly assisted by any department or agency of the United States. This requirement is implemented in 42 CFR part 2.

**Controlled Substances**

Grantees are prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812. This limitation does not apply if the recipient notifies the GMO that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

If controlled substances are proposed to be administered as part of a research protocol or if research is to be conducted on the drugs themselves, applicants/recipients must ensure that the DEA requirements, including registration, inspection, and certification, as applicable, are met. Regional DEA offices can supply forms and information concerning the type of registration required for a particular substance for research use. The main registration office in Washington, DC, may be reached at 800-882-9539. Information also is available from the National Institute on Drug Abuse at 301-443-6300.

**Education Amendments of 1972 (Title IX)**

Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.

**Hatch Act**

The Hatch Act restricts political activity of executive branch employees of the federal government and District of Columbia government employees (5 U.S.C. 7321–7328) and State or local officers or employees (5 U.S.C. 1501–1528). "State or local officer or employee" means an individual employed by a State or local agency whose principal employment is in connection with an activity that is financed in whole or in part by loans or grants made by the United States or a Federal agency. (Certain State educational or research institutions are excluded from this definition.)

**Health Insurance Portability and Accountability Act (HIPAA)**

The "Standards for Privacy of Individually Identifiable Health Information" (the Privacy Rule) implement the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320d *et seq.*, which governs the protection of individually identifiable health information. The Privacy Rule is administered and enforced by HHS's OCR and is codified at 45 CFR parts 160 and 164. Not all HHS recipients are subject to the Privacy Rule. The Privacy Rule applies only to "covered entities," as defined by the rule, which include health plans and most health-care providers.

The OCR Web site (http://www.hhs.gov/ocr/hipaa) provides information on the Privacy Rule, including the complete text of the regulation and a set of decision tools for determining whether a particular entity is subject to the rule. An educational booklet, *Protecting Health Information in Research: Understanding the HIPAA Privacy Rule*, is available through OCR's Web site and at http://privacyruleandresearch.nih.gov/. That Web site also includes other educational materials approved by OCR and the HHS Office of the General Counsel.

**Limited English Proficiency**

Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." This guidance, which is available at http://www.hhs.gov/ocr/lep/revisedlep.html, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

**Pro-Children Act**

The Pro-Children Act of 1994, 20 U.S.C. 7183, imposes restrictions on smoking in facilities where federally funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity. Any questions concerning the applicability of these provisions to an HHS grant should be directed to the GMO.

**Rehabilitation Act of 1973 (Section 504)**

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be

subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.

**Resource Conservation and Recovery Act**

Under RCRA (42 U.S.C. 6901 *et seq.*), any State agency or agency of a political subdivision of a State using appropriated Federal funds must comply with 42 U.S.C. 6962. This includes State and local institutions of higher education or hospitals that receive direct HHS awards. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR parts 247–254).

**Restriction on Abortions**

HHS funds may not be spent for an abortion.

**Restriction on Distribution of Sterile Needles**

Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

**Uniform Relocation Assistance and Real Property Acquisition Policies Act**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, applies to all programs or projects undertaken by Federal agencies or with Federal financial assistance that cause the displacement of any person.

The HHS requirements for complying with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people. They encourage entities to negotiate promptly and amicably with property owners so property owners' interests are protected and litigation can be avoided.

**U.S. Flag Air Carriers**

Recipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares (see http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/

110304_FTR_R2QA53_0Z5RDZ-i34K-pR.pdf). (A code-sharing agreement is an arrangement between a U.S. flag carrier and a foreign air carrier in which the U.S. flag carrier provides passenger service on the foreign air carrier's regularly scheduled commercial flights.)

**USA Patriot Act**

The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 U.S.C. 175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent (see "Public Health Security and Bioterrorism Preparedness and Response Act").

**Public Health Security and Bioterrorism Preparedness and Response Act**

The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201 Note, is designed to provide protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the U.S. homeland, or other criminal acts (see 42 U.S.C. 262a). The act was implemented, in part, through regulations published by CDC at 42 CFR part 73, Select Agents and Toxins. Copies of these regulations are available from the Import Permit Program and the Select Agent Program, respectively, CDC, 1600 Clifton Road, MS E-79, Atlanta, GA 30333; telephone: 404-498-2255. These regulations also are available at http://www.cdc.gov/od/ohs/biosfty/shipregs.htm.

**Retention and access requirements for records**

Sub-recipient shall comply with retention and access requirements for records as codified in 45 CFR 92 .42.

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