



Travis County Commissioners Court Agenda Request

Meeting Date: September 16, 2014

Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for Management of Assigned Counsel, with Capital Area Private Defender Services.

- **Purchasing Recommendation and Comments:** This procurement action meets the compliance requirements as outlined by the statutes.
- In June 2014, Travis County received a grant award from the Texas Indigent Defense Commission in the amount of \$715,516 to create a Managed Assigned Counsel office. During the preceding two (2) years, the Travis County Criminal Judges, the Austin Bar, and the Austin Criminal Defense Lawyers' Association collaborated to create and implement a Managed Assigned Counsel program to oversee indigent defense representation.
- On August 26, 2014 the Commissioners Court appointed the non-profit organization Capital Area Private Defender Services to implement and administer this program. Capital Area Private Defender Services will be responsible for implementing the policies and procedures in the Travis County Fair Defense Plan, as well as to perform services as the Program Administrator in compliance with the Travis County Fair Defense Plan.
- The Managed Assigned Counsel program will commence January 1, 2015, and Travis County shall not be obligated to pay in excess of the budgeted amount, \$769,894 for expenditures during the term of the contract, between October 1, 2014 and September 30, 2015.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**

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

Award Amount: \$769,894.00 NTE
Contract Type: Professional Services
Contract Period: Through September 30, 2015.

➤ **Contract Modification Information: N/A**

Modification Amount:
Modification Type:
Modification Period:

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

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

➤ **Special Contract Considerations:**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments: N/A

➤ **Funding Information:**

- Shopping Cart/Funds Reservation in SAP: TBD
- Fund Center(s): TBD
- Comments: Grant Number - TBD

TRAVIS COUNTY
DISTRICT AND COUNTY
CRIMINAL COURTS

DEBRA HALE
DIRECTOR OF COURT
MANAGEMENT



BLACKWELL-THURMAN
CRIMINAL JUSTICE CENTER
P. O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9244
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DATE: September 8, 2014

TO: Cyd Grimes
Purchasing Agent

FROM: Debra Hale
Debra Hale
Director of Court Management
District and County Criminal Courts

RE: Contract with Capital Area Private Defender Service

Request:

The Travis County Criminal Courts Department respectfully requests the approval of the attached contract. This contract is the product of collaboration with the Criminal Courts, the Travis County Attorney's Office, the Purchasing Department, the Auditor's Office, and the Capital Area Private Defender Service. The Capital Area Private Defender Service is the non-profit entity chosen to implement and administer the managed assigned counsel program.

Background:

For the past two years, the Travis County Criminal Judges, the Austin Bar and the Austin Criminal Defense Lawyers' Association have worked collaboratively to create and implement a managed assigned counsel program to oversee indigent defense representation. With the approval of the Commissioner's Court, Travis County received a grant award in June 2014 from the Texas Indigent Defense Commission in the amount of \$717,516 to create a managed assigned counsel office. On August 26, 2014, the Commissioner's Court appointed the Capital Area Private Defender Service as the non-profit designated to implement and administer the program.

Please contact me should you need any additional information. Thank you for your assistance.

**PROFESSIONAL SERVICES CONTRACT
FOR MANAGEMENT OF ASSIGNED COUNSEL
BETWEEN TRAVIS COUNTY AND
CAPITAL AREA PRIVATE DEFENDER SERVICES**

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**PROFESSIONAL SERVICES CONTRACT
FOR MANAGEMENT OF ASSIGNED COUNSEL
BETWEEN TRAVIS COUNTY AND
CAPITAL AREA PRIVATE DEFENDER SERVICES**

This Contract is made by the following parties: Travis County, Texas (“County”) and Capital Area Private Defender Services (“Contractor”).

STATEMENT OF PURPOSE

The Sixth Amendment to the United States Constitution guarantees the following rights to the accused in a criminal trial:

In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, ... and to have the Assistance of Counsel for his defense.

The United States Supreme Court held in *Gideon v. Wainwright*, 372 U.S. 335 (1963) that a criminal defendant who cannot afford a lawyer must be appointed one to ensure a fair trial. This constitutional requirement preserves the fundamental principles of liberty and justice. In *Strickland v. Washington*, 466 U.S. 668 (1984), the Supreme Court elaborated on indigent defense, holding that it is not enough that counsel merely be present, but rather, counsel must be effective. The *Strickland* Court held that in order to secure the Sixth Amendment’s right to assistance of counsel, defense counsel’s skill and knowledge must be evaluated to determine that a defendant has been competently represented.

The State of Texas passed the Fair Defense Act in 2001, which assists local governments in affording counsel for indigent defendants. At the same time, Texas created what is now known as the Texas Indigent Defense Commission, which administers statewide appropriations and policies. The Texas Code of Criminal Procedure lists several different manners and means of providing effective counsel to indigent defendants.

The execution of this Contract between County and Contractor creates a Managed Assigned Counsel Program as described in Article 26.047 of the Texas Code of Criminal Procedure. Contractor shall act as the Judge’s designee, as authorized under Article 26.04 of the Texas Code of Criminal Procedure, to appoint qualified counsel to indigent defendants accused of a crime in Travis County. This Agreement is intended to further justice and fairness in the criminal justice system in Travis County and satisfy the constitutional requirements mandated by the Sixth Amendment.

AGREEMENT

1.0 DEFINITIONS

In this Contract:

- 1.1 “Appointment List” means a list of attorneys licensed to practice in Texas, who have the qualifications and experience detailed in the Travis County Fair Defense Plan and who have applied for and been granted inclusion on the list of attorneys who may be appointed to represent Clients.
- 1.2 “Case” means the representation of one defendant in one accusatory pleading in the prosecution of a misdemeanor or a felony, potentially including multiple charges and in the appeal of the judgment in any such matter. If a single defendant is accused in more than one accusatory pleading, each separate pleading constitutes a separate Case. Matters involving trial competency pursuant to Texas Code of Criminal Procedure Section 46B are not separate Cases. Any proceeding instituted after sentence and requiring appointment of an attorney shall be treated as an additional Case.
- 1.3 “Client” means an adult criminal defendant who has been determined to meet financial eligibility requirements and appointed an attorney on the Appointment List to represent him or her in a Case.
- 1.4 “Commissioners Court” means the Travis County Commissioners Court.
- 1.5 “Contract” means the entire agreement between County and Contractor as described in Section 12.4, including all attachments and exhibits listed in that section.
- 1.6 “County Auditor” means the Travis County Auditor or her designee.
- 1.7 “Day” means calendar day.
- 1.8 “Judge” means any one or all of the judges presiding over the criminal County-Courts-at-Law and the District Courts located in Travis County.
- 1.9 “Notice” means a written statement delivered in compliance with section 11.0.
- 1.10 “Program” means the Managed Assigned Counsel program described in Article 26.047 of the Texas Code of Criminal Procedure and includes the office of Contractor from which Contractor provides the Services described in this portion of the Contract and in Attachment A including its exhibits.
- 1.11 “Project Manager” means the Director of Criminal Court Administration or her designee.
- 1.12 “Purchasing Agent” means the Travis County Purchasing Agent or her designee.
- 1.13 “Services” mean the activities, obligations, and deliverables described in Section 3, Contractor Responsibilities and in the Description of Services in Attachment A, Description of Services.
- 1.14 “TIDC” means the Texas Indigent Defense Commission.
- 1.15 “Working Day” means Monday through Friday except for days that County has designated as holidays.

2.0 TERM

- 2.1 Initial Term. This Contract commences on October 1, 2014, and continues until September 30, 2015, unless sooner terminated by either party as provided herein.
- 2.2 Renewal Term(s). Subject to continued funding by the TIDC and Commissioners Court, County has the option to renew this Contract on October 1 of each year for four additional one year terms unless sooner terminated as provided herein. During the fifth year, County will evaluate the effectiveness and efficiency of the Program and determine whether continuation of the Program under this Contract or another arrangement or at all is appropriate and warranted.

3.0 CONTRACTOR RESPONSIBILITIES

- 3.1 Implementation of Policies and Procedures. Contractor shall implement the policies and procedures in the Travis County Fair Defense Plan, attached as Exhibit 4 to this Contract, and perform all Services as the Program Administrator under this Contract in compliance with the Travis County Fair Defense Plan. County acknowledges that all attorneys appointed prior to January 1, 2015, the commencement date of the Program, are not subject to the terms of this Contract and the Contractor is not required to provide Services for these attorneys.
- 3.2 Compliance with Grant Application and Contract. Contractor shall perform all services under this Contract in a manner that complies with the County's grant application for Managed Assigned Counsel Program and TIDC's Statement of Grant Award to Travis County for fiscal year 2015 as modified during any extension of this grant. The provisions particularly applicable to Contractor are the budget including positions and amounts, and objectives and evaluation factors stated in Exhibit 1 to Attachment A. These provisions must be followed during this Contract year unless this Contract is amended.
- 3.3 Description of Services. Contractor shall select qualified licensed attorneys in compliance with the Travis County Fair Defense Plan for placement on the Appointment List to provide legal representation for Clients in a timely manner. Contractor shall administer the Program by maintaining an Appointment List and developing a systematic plan for obtaining or developing better trained and better qualified attorneys to represent Clients. Contractor shall provide oversight, supervision, and mentoring to those attorneys on the List. Contractor shall review the attorneys' work on a regular basis, and be responsible for removing attorneys from the Appointment List when Contractor determines that an attorney is no longer able to provide competent representation pursuant to the Travis County Fair Defense Plan. Contractor also makes the preliminary

determination of when investigators or experts are necessary for the proper presentation of a criminal defendant's Case, and shall begin the process to select such professionals. Contractor's Services are outlined in further detail in Attachment A.

3.4 Written Report. Contractor has produced a line-item budget for the Program, including salaries and benefits, which is based on the TIDC Grant Award and attached to this Contract as Exhibit 1 to Attachment A. Contractor will produce a written report by October 15, 2014, which will be attached to this Contract as Exhibit 2 to Attachment A and outline its plan of operation, consistent with Section 26.047(c) of the Texas Code of Criminal Procedure, and including, at least:

- 3.4.1 Copy of Exhibit 1 which is a line-item budget for the Program, including salaries and benefits;
- 3.4.2 A job description of each personnel position, including the Program's executive director;
- 3.4.3 The maximum allowable appointed caseload for any attorney appointed by the Program;
- 3.4.4 Provisions for training personnel and attorneys on the Appointment List;
- 3.4.5 A description of anticipated overhead costs for the Program;
- 3.4.6 A policy regarding licensed investigators and expert witnesses, including when and how provided, types provided, limits of reimbursement provided and any other relevant consideration;
- 3.4.7 A policy ensuring that appointments are reasonably and impartially allocated among qualified attorneys on the Appointment List and describing the methods of accomplishing this;
- 3.4.8 A policy to ensure that appointed attorneys are not assigned cases with conflicts of interest, or the appearance of conflicts unless these have been voluntarily waived with full understanding by all affected Clients; and
- 3.4.9 A declaration providing that no attorney accepting appointments for any case under the program is eligible to serve as a voting member of any board or committee that provides day-to-day oversight, policy creation, or determines or influences the appointment processes of Contractor.

The written report shall be submitted for approval by Commissioners Court and, when approved, attached to this Contract as Exhibit 2 to Attachment A.

3.5 Policies and Procedures Manual. Contractor shall prepare and submit a Policies and Procedure manual for office operation to the Project Manager no later than January 10, 2015. If the manual is amended during the year, the amended version must be submitted to the Project Manager no later than October 30, 2015.

3.6 Professional Qualifications. At all times during the Contract, Contractor shall ensure that its staff maintain in good standing their professional licenses and accreditations

applicable to Services. Contractor shall ensure that its staff perform all acts reasonably necessary to maintain and improve their professional competence and training. Contractor shall notify County within two (2) Work Days if any adverse action related to the professional license and accreditations of any of its staff occurs.

3.7 Full-Time Employment. The following employees of Contractor shall be full-time positions: Executive Director, First Assistant, Second Assistant, and Investigator. Contractor shall require these employees not to work professionally outside of the Services provided under this Contract. For purposes of correlation with the grant contract, the following position titles shall be equivalent:

Attorney – Director	Executive Director
Attorney – Assistant Director	First Assistant
Supervising Attorney	Second Assistant

County recognizes that one or more of these employees may have ongoing cases resulting from a private law practice for which it is not practicable to seek substitution of counsel and which cannot be completed within the time between an offer of employment and their first day of work for Contractor. To facilitate Contractor’s ability to select the most qualified and appropriate applicant for each position, County shall not consider it a breach of this Contract if Contractor requires selected applicants to dispose of as many of the obligations of their private practice as practicable before their first day of work and allows these new employees up to six months to complete any matters in which substitution of counsel is not practicable. However, Contractor and these employees must certify the actual hours of work that were devoted to the employees’ responsibilities to Contractor and the Program. Contractor acknowledges that it may only request reimbursement for hours spent on work related to the Program and for Contractor and that for purposes of determining the pro-rata portion of the salary which is due to an employee, full time employment is calculated as forty hours per Fair Labor Standards Act work week.

3.8 Right to Contractual Material. All work products created or produced by Contractor as a result of Services, including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material are the property of County at the time of creation. Any intellectual property rights granted to County survive the termination of this Contract and endure for the useful life of the contractual material and other intellectual property rights provided.

3.9 Rights to Contractor’s Work Products. Contractor assigns to County any and all rights, title and interest, including, without limitation, copyrights, trade secrets and proprietary rights to the work products developed or prepared for County under this Contract. The work products exclude all third party works and products whether or not included or embedded in the Contractor’s work products. Contractor shall give County reasonable

assistance, at County's expense, to perfect this assignment of these rights, title and interest. In addition, Contractor retains the right to use its knowledge, experience, and know-how, including processes, ideas, concepts and techniques developed in the course of performing the Services.

- 3.10 Standard of Care. Despite anything to the contrary in this Contract, Contractor shall perform all Services using at least the standard of care that a reasonably prudent person providing the same or similar services would use in similar circumstances. Contractor shall perform the Services and other obligations in this Contract in a good and workmanlike manner. This Contract shall not be interpreted to relieve Contractor of this duty.
- 3.11 Ethical Standards. Contractor shall perform the Services and exercise all discretionary powers in a manner consistent with applicable standards of professional conduct and ethics and Contractor's best professional judgment.
- 3.12 Civil Rights/ADA Compliance. In performing the Services, Contractor shall not discriminate against any applicant, employee, attorney, Client, or other person on the basis of race, color, religion, sex, age, national origin or disability and shall provide reasonable accommodations for disabilities as required by the Americans with Disabilities Act as amended.
- 3.13 Legal Compliance. Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of all Services.
- 3.14 Conflict of Interest Questionnaire. If required, Contractor shall complete, file and update a Conflict of Interest Questionnaire in compliance with Chapter 176 of the Texas Local Government Code. Contractor acknowledges that the law requires County to provide access to this questionnaire on the official Travis County website.
- 3.15 Certification Regarding Debarment. Contractor shall complete and update a Certification Regarding Debarment on the form in Attachment C whenever there is a change in status.

4.0 CONTRACTOR WARRANTIES AND ACKNOWLEDGEMENTS

- 4.1 AUTHORITY TO CHANGE CONTRACT. CONTRACTOR ACKNOWLEDGES THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS CONTRACT OR ANY ATTACHMENTS OR EXHIBITS TO IT, TO APPROVE ASSIGNMENT OF ANY PART OF IT, OR TO WAIVE ANY PROVISION OF IT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY COMMISSIONERS COURT.

- 4.2 Copyrights, Patents, and Licenses. Contractor represents that all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which exist on materials used in this Contract have been adhered to, and warrants that County is not liable for any infringement of those rights.
- 4.3 Payment of Property Taxes. Contractor warrants that Contractor is not currently delinquent in payment of property taxes to the Travis County Tax Assessor-Collector.
- 4.4 Federal Funds. Contractor warrants that Contractor has not paid and will not pay, and no one else has paid and will not pay on behalf of Contractor, any federally appropriated funds to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, any officer or employee of Congress, or any employee of a member of Congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 4.5 Independent Contractor. The provisions of this Contract are not intended to create and shall not be deemed or interpreted to create any relationship between the parties other than that of independent parties contracting with each other solely for the purpose of this Contract. Contractor acknowledges that Contractor is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. Contractor acknowledges that it and its employees are not employees of County, and Contractor and its employees do not gain any rights against County pursuant to the County personnel policies and procedures. This Contract does not confer any benefits on any third parties.
- 4.6 No Agency Relationship. Contractor acknowledges that it does not have the authority to enter into any contract in the name of County or otherwise bind County in any way without the express written consent of County. County does not have the authority to enter into any contract in the name of Contractor or otherwise bind Contractor in any way without the express written consent of Contractor.
- 4.7 Return of County Equipment and Access Keys. Pursuant to TIDC's grant funding requirements, County shall purchase furniture and equipment needed for the operation of the Program and County shall maintain ownership of all property purchased with grant funds. Contractor acknowledges that all furniture, equipment, supplies and other tangible property purchased with funds provided by County under this Contract are and remain the property of County while in the temporary possession of Contractor. At the end of this Contract, Contractor shall return County property of any kind, including all keys, access cards and other means of access to County buildings and other property that have been provided to it or its staff. Contractor shall not permit its staff to take or retain any County property or any property of County employees.

5.0 COMPENSATION, INVOICING AND PAYMENT

- 5.1 Taxpayer Identification Number. Contractor shall provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations before any Contract funds are payable.
- 5.2 Reimbursement Requests. In consideration of Contractor's satisfactory performance of the Services under this Contract, County shall reimburse Contractor for expenses incurred in compliance with the Budget in Exhibit 1 to Attachment A as amended and approved by County in accordance with the Reimbursement Requirements and Limits in Attachment B. Contractor must request reimbursement from County in compliance with Attachment B. Each reimbursement request submitted by Contractor shall be signed by Contractor.
- 5.3 Unauthorized Requests. County is not liable for any of the following:
- 5.3.1 Costs incurred or performances rendered by Contractor before or after the Contract term,
 - 5.3.2 Expenses not billed to County within the applicable time limits in this Contract,
 - 5.3.3 Any costs for activities not included as Services,
 - 5.3.4 Costs not approved by the Regional Administrative Judge, the Oversight Committee or the Commissioners Court, or
 - 5.3.5 Any costs not allowed under Uniform Grant Management Standards (UGMS) for local governments.
- 5.4 Availability of Funds. This Program is partially operated with grant funds; therefore, the Program and disbursement of funds for it are subject to the availability of those funds. County funds used for payment under this Contract come, in part or in whole, from a grant awarded by TIDC. Violation of any term of the grant provisions may result in TIDC placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring County from receiving future grants. If funds are lost or misused or used in violation of any term of the TIDC grant provisions or any term of this Contract, Contractor shall return funds in full to County.
- 5.5 Delayed Payment to Contractor with Outstanding Debt.
- 5.5.1 In section 5.5, "Debt" includes delinquent taxes, fines, fees owing to the State or the County, and indebtedness arising from written agreements with Texas or

County for which a notice with evidence has been filed with the County Auditor or Travis County Treasurer.

5.5.2 Section 154.045 of the Texas Local Government Code authorizes County not to draw a check on any County fund in favor of the Contractor, or its agent or assignee until the Debt is paid after the Travis County Treasurer notifies Contractor in writing that the Debt is outstanding.

5.5.3 If the Treasurer's notice states that any amount owed by the County to Contractor may be applied to reduce the outstanding Debt, County may apply any amount County owes Contractor to the outstanding balance of the Debt.

5.6 Timely Payment. County reimburses Contractor within thirty (30) Days after 1) County accepts the Services and 2) County receives a complete and accurate reimbursement request, whichever is later. County pays interest on overdue payments in compliance with Chapter 2251 of the Texas Government Code.

5.7 Return of Overpayment. Contractor is liable to County if County determines that a payment or reimbursement has resulted in overpayment. Contractor shall repay any overpayment or over-reimbursement to County within thirty (30) Days after County requests a repayment. If Contractor does not repay the overpayment or over-reimbursement within thirty (30) Days, County may offset the amount of any overpayment or over-reimbursement against the next amount payable to Contractor under this or any other contract.

5.8 Use of Funds. Contractor acknowledges that all County funds provided to it hereunder must be used only to enable Contractor to meet its responsibilities as stated herein.

6.0 RECORDS AND AUDITS

6.1 Maintenance and Retention. Contractor shall create and maintain all necessary and appropriate information and documentation (including accounting records) related to its operations and the Services in accordance with generally accepted accounting principles. Records shall be kept in a readily available location until a financial audit in conformance with the State Single Audit Circular is completed and all questions arising from it are resolved satisfactorily for at least seven (7) years after providing the Services, or until any litigation concerning any Services has been satisfactorily resolved, whichever occurs later.

6.2 Inventory. Contractor shall inventory all furniture and equipment provided to Contractor by County or purchased by Contractor with contract funds and, Contractor shall provide County a copy of this inventory with its last expenditure report annually. Contractor shall allow County to perform a physical inventory to verify the Contractor's report if requested.

- 6.3 Information Required by TIDC. Contractor shall provide all data and statistical information required to be reported to TIDC to the Director of Court Administration in a mutually acceptable electronic format. County shall submit the necessary and required information to TIDC.
- 6.4 Texas Public Information Act. The Parties acknowledge that this Contract, all performance under this Contract, and all information obtained by County in connection with this Contract is subject to applicable provisions of the Texas Public Information Act, TEX. GOV'T. CODE, Chapter 552, and all legal authorities relating to such Act, including decisions and letter rulings issued by the Texas State Attorney General's Office; and Contractor agrees to provide County, citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.
- 6.5 Fee Schedule. The Judges shall provide a fee schedule as to the guidelines for payment amounts to the appointed attorneys. A copy of that fee schedule is included in the Travis County Fair Defense Plan, and attached to this Contract as Exhibit 4 to Attachment A. County and Contractor acknowledge that if TIDC or the Texas legislature promulgates rules at any time during this Contract while County is receiving grant funding from TIDC, modifications to this Contract may be immediately necessary and both parties shall amend this Contract to bring it into compliance with these new laws or rules.
- 6.6 Audit and Access. At reasonable times and on reasonable notice, Contractor shall make available to County or its duly authorized representatives any information and documentation in Contractor's possession or control, which directly pertains to Services for audits, examinations, excerpts, and transcriptions for as long as Contractor has access to the information and documentation. If requested, Contractor shall permit the County Auditor and her representatives and TIDC and its representatives to audit Contractor's financial records and accounting system, in particular in relation to compliance with budget and grant restrictions.
- 6.7 Monitoring. County monitors Contractor in relation to utilization, activity and reporting of financial data to evaluate whether performance is within budget. If there are deficiencies in performance, County shall provide Contractor with a written report detailing the fiscal and performance deficiencies within thirty (30) days. Within forty five days after receipt of the report, Contractor shall respond in writing to each finding of deficiency and describe proposed corrective action to be taken by Contractor including the title of the person responsible for implementing the correction, the corrective action to be taken and the anticipated completion date. If Contractor believes that corrective action is not needed, Contractor shall provide an explanation with specific reasons and supporting documentation for that position. If appropriate, County approves the correction plan and Contractor shall comply with it.

- 6.8 Attorney-Client Privilege. This Contract is not to be interpreted to permit County to examine the files of appointed attorneys pertaining to actual representation of Clients, and the laws defining the attorney-client privilege and attorney work-product must be strictly interpreted and observed to protect Client confidentiality.
- 6.9 Single Audit. If required based on the level of grant funding received in any contract year and the applicable Uniform Grant Management Standards, Contractor shall have a single audit conducted in compliance with the State Single Audit Circular issued under the Uniform Grant Management Standards and submit a copy of the results to County within 30 days after the earlier of when Contractor receives the results of the audit or nine months after the end of the contract year.

7.0 RISK ALLOCATION

- 7.1 Definition of Claim. In section 7.2 and 7.3, “Claim” means any negligence, cause of action, suit, proceeding before any administrative agency, loss, damages, or liability of any kind, including all expenses of litigation, court costs and attorney’s fees.
- 7.2 Indemnification. CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL CLAIMS, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PERFORMED BY CONTRACTOR UNDER THIS CONTRACT, WHETHER SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY CONTRACTOR’S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF CONTRACTOR AND ANY OTHER THIRD PARTY. THIS INDEMNIFICATION ALSO APPLIES TO ANY CLAIMS ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING LICENSE, PATENTS OR COPYRIGHTS APPLICABLE TO MATERIALS USED OR PRODUCED UNDER THIS CONTRACT. THIS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY CONTINUES BEYOND THE TERMINATION OF THIS CONTRACT.
- 7.3 Claims Notification. If Contractor receives notice or becomes aware of any Claim against Contractor or County, without regard to who brought it, Contractor shall give County Notice within three (3) Working Days after Contractor becomes aware of the Claim or threat of Claim. Unless otherwise directed, Contractor shall furnish County copies of all pertinent papers received by Contractor regarding the Claim. Contractor’s Notice shall include:
- 7.3.1 A written description of the Claim;
 - 7.3.2 The name and address of whoever made or threatened to make the Claim;
 - 7.3.3 The basis of the Claim;
 - 7.3.4 The court or administrative tribunal, if any, where the Claim was instituted; and
 - 7.3.5 The name of any other persons against whom this Claim is being made or threatened.

7.4 Requirement for Insurance. Contractor shall have and maintain at least the minimum types of insurance listed in Section 7.6 throughout the term of this Contract, as extended. Contractor's insurance must be sufficient to cover the needs of Contractor pursuant to applicable generally accepted business standards related to the risks associated with providing the Services, but not less than the minimum coverage limits listed in Section 7.6. Depending on Services provided by Contractor, supplemental insurance requirements or alternate insurance options may apply in addition to those listed in Section 7.6. If County authorizes Contractor to subcontract Services under this Contract, Contractor shall either maintain insurance that covers all subcontractors and complies with 7.5 and 7.6 throughout the term of the Contract or ensure that all subcontractors have and maintain insurance for the work related to the Services that is performed by them and that their insurance complies with sections 7.4, 7.5, 7.6 and 7.7 while performing work related to the Services.

7.5 General Insurance Requirements. Contractor shall comply with the following requirements related to insurance:

- 7.5.1 Contractor shall obtain insurance written by companies licensed in Texas that have an A.M. Best rating of B+ VIII or higher. If Contractor wants to use surplus carriers, these carriers are subject to County approval.
- 7.5.2 Insurance that names County as an additional insured is primary for all claims under it.
- 7.5.3 Before Contractor begins Services, Contractor shall have at least the required insurance in force. Contractor shall not allow any insurance to be cancelled or lapse and shall not permit the minimum limits of coverage to erode or otherwise be reduced during this Contract. Contractor is responsible for all premiums, deductibles, and self-insured retention.
- 7.5.4 Contractor shall submit a Certificate of Insurance written on the state-approved form and signed by the writing agent or the carrier to the Purchasing Agent within ten (10) Working Days after the earlier of execution of the Contract by both parties, or the effective date of the Contract. The Certificates of Insurance must include the Travis County contract number, all deductibles and self-insured retention, and the endorsements applicable to the type of insurance as stated in 7.6.
- 7.5.5 Contractor shall provide replacement Certificates of Insurance to the Purchasing Agent within ten (10) Days of each renewal of insurance during the term of this Contract in compliance with 7.6 and 7.7.
- 7.5.6 On its request, County is entitled to receive certified copies of policies and endorsements at no additional expense to County.
- 7.5.7 Contractor acknowledges that County has the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the Services have changed or expanded.
- 7.5.8 Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor.

7.6. Minimum Coverage. Contractor, at no cost to County, shall maintain each type of insurance coverage described in this Section with liability limits at least as great as the minimum insurance coverage in this Section, and this insurance shall be applicable to both Contractor and any subcontractor performing work related to Services. Minimum insurance coverage may be written as combined single limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

7.6.1. Workers' compensation and employers' liability insurance that meets the following minimum requirements:

7.6.1.1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

7.6.1.2. Employers' liability with minimum coverage limits as follows:

7.6.1.2.1. \$500,000 bodily injury each accident,

7.6.1.2.2. \$500,000 bodily injury by disease, and

7.6.1.2.3. \$500,000 aggregate policy limit.

7.6.1.3 These policies shall be subject to the laws of Texas and include the following endorsements in favor of Travis County:

7.6.1.3.1. Waiver of Subrogation (Form 420304), and

7.6.1.3.2. Thirty (30) Day Notice of Cancellation (Form 420601).

7.6.2. Commercial general liability insurance that meets the following minimum requirements:

7.6.2.1 Minimum limits for coverage:

7.6.2.1.1 \$1,000,000 per occurrence for coverage A for Bodily Injury and Property Damage,

7.6.2.1.2 \$1,000,000 per occurrence for coverage B Personal Injury and Advertisement, and

7.6.2.1.3 \$2,000,000 aggregate policy limit.

7.6.2.2 The Policy shall be subject to the laws of Texas and include the following endorsements in favor of Travis County:

7.6.2.2.1 Blanket contractual liability for this Contract,

7.6.2.2.2 Independent Contractor Coverage,

7.6.2.2.3 Waiver of Subrogation (Form CG 2404),

7.6.2.2.4 Thirty (30) Day Notice of Cancellation (Form CG 0205), and

7.6.2.2.5 Travis County named as additional insured (Form CG 2010).

7.6.3. Automobile liability insurance that meets the following minimum requirements:

7.6.3.1 Automobile Insurance Requirement. As Contractor represents that it provides no transportation services of any type, and Contractor's use of motor vehicles is strictly limited to travel to and from work or work sites, Contractor shall provide evidence of Personal Auto Policy coverage with limits of \$100,000 / \$300,000 / \$50,000.

7.6.3.2 Any policy Contractor provides in compliance with section 7.6.3.1 shall be subject to the laws of Texas and include the following endorsements in favor of Travis County:

7.6.3.2.1 Waiver of Subrogation (Form CG 2404),

7.6.3.2.2 Thirty (30) Day Notice of Cancellation (Form CG 0205), and

7.6.3.2.3 Travis County named as additional insured (Form CG 2010).

7.6.4 Professional liability / Errors & Omissions insurance that meets the following minimum requirements:

7.6.4.1 Minimum limit for coverage for malpractice, negligent acts, errors, or omissions and sexual harassment:

7.6.4.1.1 \$1,000,000 per claim, and

7.6.4.1.2 \$3,000,000 aggregate policy limit.

7.6.4.2 The Policy shall be subject to the laws of Texas and include the following endorsements in favor of Travis County:

7.6.4.2.1 Waiver of Subrogation (Form CG 2404), and

7.6.4.2.2. Thirty (30) Day Notice of Cancellation (Form CG 0205).

7.6.4.2.3 Travis County named as additional insured (Form CG 2010)

7.6.4.3 If this coverage is written on a claims made basis, the retroactive date must be prior to the earlier of the date this Contract is signed or its effective date and include a three (3) year extended reporting period from the date this Contract ends. The Certificate of Insurance must state whether the coverage is claims made and, if so, contain both the retroactive date of coverage and the extended reporting date.

7.6.4.4. Any subcontractor who is not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of

insurance on the state approved form annually on the renewal date of their insurance policy.

7.6.5 Blanket Crime Policy Insurance.

7.6.5.1 Contractor shall provide a Blanket Crime Policy with a minimum coverage of \$150,000.

7.6.5.2 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 is earlier. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. The Certificate of Insurance shall clarify whether coverage is for claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

7.6.5.3 Additional insured status for Travis County is not required.

7.7. Filing Insurance Certificates. Immediately after execution of this Contract, and upon each yearly renewal thereafter, Contractor must submit the Certificate of Insurance, and updates, in compliance with Section 7.6 to the following address:

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

8.0 MODIFICATIONS OR AMENDMENTS

8.1 Requests for Changes. Contractor shall submit requests for changes to this Contract to the Project Manager with a copy to the Purchasing Agent.

8.2 Change of Name. If Contractor's actions require County to recognize a change of Contractor's name, Contractor must notify the Purchasing Agent and Project Manager immediately. County does not recognize any change in its Contractor's obligations until Commissioners Court approves the change.

8.3 Subcontracting. Contractor may not subcontract with any other person to perform any of the Services or other obligations under this Contract. Subcontracting does not include the appointment of attorneys for representation of Clients or the employment of speakers or the use of administrative support services. If this Contract is modified and subcontracting is later allowed, Contractor must provide for insurance for subcontracts as stated in Section 7.4, 7.5 and 7.6 and require subcontractors to complete and update a Certification Regarding Debarment on the form in Attachment C whenever there is a change in status and provide the Purchasing Agent and Project Manager with copies of these certifications.

9.0 DISPUTE RESOLUTION

9.1 Procedure.

- 9.1.1 Correspondence. In this section, “Correspondence” means any notice, document, letter, email, or other tangible transfer of information related to an issue and the “Dispute Manager” means the Purchasing Agent with a copy to the Project Manager.
- 9.1.2 Notice of Dispute. If the Contractor and the Project Manager have been unable to resolve any issue related to this Contract, Contractor may submit a notification of the dispute to the Dispute Manager. The Notice should contain specific details about the issues and Contractor’s preferred resolution of the dispute, including mediation, if desired. The Contractor may include any other relevant information.
- 9.1.3 Flow of Information. After the Dispute Manager receives the Contractor’s Notice, the Dispute Manager represents County in the administration of the dispute. After this Notice, any additional Correspondence is not effective unless it is directed to or sent by the Dispute Manager. If Contractor disagrees with any Correspondence issued by the Dispute Manager, Contractor shall submit a written response detailing its reasons for disagreement with the Correspondence to the Dispute Manager and the Project Manager within ten (10) Days after receipt of the Correspondence.
- 9.1.4 Proposed Resolution. Within thirty (30) Days after the Dispute Manager receives Contractor’s response, the Dispute Manager must send a final written proposal for resolution of the dispute to Contractor.
- 9.1.5 Appeal. If the final written proposal does not resolve the dispute to Contractor’s satisfaction, Contractor may submit a written appeal to the Commissioners Court through the Dispute Manager within ten (10) Days after receipt of the unsatisfactory proposal. The Dispute Manager forwards a copy of the appeal to the Project Manager for it to be placed on the Commissioners Court agenda. The Commissioners Court hears the appeal. Contractor may make a presentation at that hearing.

9.2 Mediation. When mediation is acceptable to both parties, the parties may use a mutually acceptable mediator, or a mediator appointed by a court of competent jurisdiction. Mediation is conducted in compliance with Chapter 154 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the mediated resolution, the mediation is not a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential in compliance with section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree in writing to waive confidentiality.

9.3 Remedies for Non-Compliance with Contract or Deficiency Report after Monitoring. If Contractor is in breach of this Contract County may take one or more of the following actions:

- 9.3.1 disallow all or part of the cost of the action that is not in compliance and seek a return of the cost,
- 9.3.2 impose sanctions, other than fines,
- 9.3.3 temporarily withhold all payments until all breaches and deficiencies are corrected,
- 9.3.4 not renew the contract at the end of the current term, or
- 9.3.5 terminate the contract in whole or in part.

9.4 Suspension. After notice to Contractor, County may suspend this Contract in whole or in part and withhold further payments to Contractor until County and Contractor resolve the issues causing the suspension. Contractor shall not incur additional obligations of Contract funds after receipt of a Notice of suspension until Contractor receives a Notice from County that the issues supporting suspension are resolved to County's satisfaction.

9.5 Non-Waiver of Default. County expressly reserves all its rights under this Contract. Any action that County takes to exercise any right or remedy shall not be interpreted as a waiver of any other rights or remedies or preclude the exercise of any other right or remedy under this Contract or under any law. A payment, act, or omission by County shall not impair or prejudice any of its rights or remedies.

10.0 TERMINATION

10.1 Termination for Convenience. Either party may terminate this Contract at any time by giving the other party Notice in writing of termination at least sixty (60) Days before the effective date of the termination. If County terminates this Contract, County is not liable for any loss of future costs of Contractor, but Contractor shall be entitled to compensation necessary to pay remaining outstanding administrative costs due as a result of Contractor performing the functions and duties outlined in this Contract before the effective date of termination.

10.2 Termination for Default. Either party may terminate this Contract for the failure of the other party to perform any material provision of this Contract by delivering Notice of termination for default. A material provision would include any violation of the terms of the funding grant or non-compliance with the terms of the Travis County Fair Defense Plan. A party may not terminate for default if the party was a contributing cause of the failure to perform. The Contract terminates immediately when the defaulting party receives that Notice. If County terminates this Contract, County is not liable for any loss of future costs anticipated by Contractor.

10.3 Automatic Termination. This Contract shall immediately and automatically terminate upon the occurrence of any one of the following:

- 10.3.1 Dissolution of Contractor;
- 10.3.2 Adjudication of insolvency, under state or federal law or regulation,
- 10.3.3 Assignment for the benefit of creditors;
- 10.3.4 Any action seeking or having the effect of imposing bankruptcy, reorganization or receivership, or seeking relief under that law, unless the action has been vacated within sixty (60) Days;
- 10.3.5 Appointment of a receiver for all or a substantial portion of its property that is not discharged or vacated within sixty (60) Days;
- 10.3.6 Any action of custody, attachment or sequestration against Contractor;
- 10.3.7 Cessation of doing business or termination of its business operations;
- 10.3.8 Abandonment of its duties and responsibilities in this Contract by either party;
- 10.3.9 Failure to perform its responsibilities in a professional manner by either party; or
- 10.3.10 Any substantiated allegation of wrongdoing by Contractor that could materially interfere with its performance of its duties.

10.4 Funding Out. Despite anything to the contrary in this Contract, if the Commissioners Court or TIDC fails to provide funding for this Contract during the budget planning and adoption process for the next County fiscal year, County may terminate this Contract after giving Contractor thirty (30) Days' Notice that this Contract is terminated due to the failure to fund it.

11.0 NOTICE

11.1 Written Notice. All notices between the parties and related to this Contract shall be given to the other party in writing. If a Notice is delivered in person to the address in this section 11.0 for the party to whom the Notice is given, that Notice is deemed to have been given immediately. If a Notice is placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the address in this section 11.0 for the party to whom the notice is given, that Notice is deemed to have been given on the third Working Day following mailing.

11.2 County Address. The address of County for all purposes and notices under this Contract is:

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

With copies to (registered or certified mail, not required):

Project Manager's Name: Debra Hale
Project Manager's Title: Director of Criminal Court Administration
Project Manager's Department: Travis County Criminal Courts
P.O. Box 1748
Austin, Texas 78767

11.3 Contractor Address. The address of Contractor for all purposes and notices under this Contract is:

Capital Area Private Defender Services
Attn: Betty Blackwell
1306 Nueces
Austin, Texas 78701

11.4 Change of Address. Each party may change its address for notice by giving Notice of the new address. County and Contractor shall give Notice to each other of any change in its address, including a change in the person to whom attention is directed, within fifteen (15) Days of the change.

12.0 GENERAL PROVISIONS

12.1 Time is of the Essence. Timing of performance of the Services and of delivery of all deliverables is of the essence. If any delivery or completion dates cannot be met, Contractor must inform the Project Manager immediately. Providing this information does not change the delivery or completion dates unless this Contract is amended.

12.2 Forfeiture of Contract Benefits. If Contractor has done business with a Key Contracting Person during the 365 day period immediately before the date of execution of this Contract or does business with any Key Contracting Person during the performance of this Contract, Contractor shall forfeit all benefits of this Contract and County shall retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Contract. In this section and Attachment D, "Key Contracting Person means any person or business listed in Exhibit 1 to the Ethics Affidavit attached to this Contract as Attachment D. In this section and Attachment D, "Is doing business" and "has done business" mean:

12.2.1 Paying or receiving in any calendar year any money or valuable thing with a value of more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or

12.2.2 Loaning or receiving a loan of money or goods, or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

12.2.3 But do not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public, or any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business.

12.3 Force Majeure. “Force Majeure” means any cause generally recognized under Texas law as constituting impossible conditions. Neither party is financially liable to the other party for delays or failures in Contract performance caused by Force Majeure. These delays or failures to perform extend the period of performance for a period of time equal to the subsistence of the impossible conditions. If Force Majeure conditions exist, the party affected by them shall give the other party Notice within five (5) Working Days after the conditions begin. If timely Notice is impractical due to the Force Majeure conditions, then the party must provide Notice in as timely a manner as practicable. If Notice is not provided timely, the party experiencing Force Majeure waives it as a defense.

12.4 Entire Agreement. This Contract contains the entire agreement between County and Contractor related to the subject matter of this Contract. If County and Contractor made any prior agreements, promises, negotiations, or representations that County and Contractor have not expressly stated in this Contract, those prior agreements, promises, negotiations, or representations are null and void.

12.4.1 The Attachments listed below are a part of this Contract, and are promised performances by Contractor under this Contract:

12.4.1.1 Attachment A – Description of Services & Performance Measures

12.4.1.1.1 Exhibit 1 Capital Area Private Defender Services Budget, Objectives, and Evaluation Measures

12.4.1.1.2 Exhibit 2 –Contractor’s Written Report

12.4.1.1.3 Exhibit 3 – MOU between ACDLA, ABA, & Judiciary

12.4.1.1.4 Exhibit 4 – Travis County Fair Defense Plan

12.4.1.1.5 Exhibit 5 – Reporting Tables

12.4.1.2 Attachment B – Reimbursement Requirements and Limits

12.4.1.2.1 Exhibit 1 – Travis County Financial Forms

12.4.1.3 Attachment C – Certification Regarding Debarment

12.4.1.4 Attachment D – Ethics Affidavit

12.4.1.5.1 Exhibit 1 – List of Key Contracting Persons

12.5 Authority.

- 12.5.1 The Purchasing Agent acts as County's overall Contract administrator. The Purchasing Agent may designate representatives to transmit instructions and receive information.
- 12.5.2 Project Manager has been designated as County's primary representative on the project and acts on behalf of County with respect to Services. Project Manager has the authority to interpret and define County policies and decisions regarding Services.
- 12.5.3 Project Manager may designate representatives to transmit instructions and receive information. Project Manager reviews, inspects and examines Contractor's performance of Services.
- 12.6 Law and Venue. This Contract is governed by the laws of the United States of America and Texas and all obligations under this Contract are performable in Travis County, Texas.
- 12.7 Binding Contract. Despite any other provision in this Contract, this Contract is binding upon County and Contractor and their respective successors, executors and administrators.
- 12.8 Non-Party Beneficiaries. No provision in this Contract creates any rights in any person or entity that is not a party to this Contract, and the rights to performance in this Contract are only enforceable by the County and the Contractor.
- 12.9 Authority of Judges. Notwithstanding the terms of this Contract, any Judge may appoint attorneys from the Appointment List pursuant to article 26.04 of the Texas Code of Criminal Procedure when that Judge deems it necessary or in cases where exigent circumstances exist.
- 12.10 Survival. Conditions and covenants of this Contract which by their terms are performable after the termination of this Contract shall survive such termination and remain fully performable.
- 12.11 Interpretational Guidelines.
- 12.11.1 Sovereign Immunity and Affirmative Defenses. This Contract must not be interpreted to include anything that is effective as a waiver of sovereign immunity or a waiver of any affirmative defenses available to County.
- 12.11.2 Severability. If any provision of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of the Contract remains valid and binding.
- 12.11.3 Computation of Time. In computing a time period under this Contract, exclude the first Day and include the last Day. If the last Day does not occur on a Working Day, the last day is extended until the next Working Day. Commissioners Court customarily designates the following as holidays: New Year's Day (January 1), Martin Luther King's Birthday (third Monday in

January), Presidents' Day (third Monday in February), Memorial Day (fourth Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veterans' Day (November 11), Thanksgiving and day after (last Thursday and Friday in November), Christmas Day and either the day before or day after which ever results in a four day weekend if possible (December 25 plus one).

12.11.4 Number and Gender. Unless the context clearly requires otherwise, words of any gender are construed to include all genders and words in singular and plural are construed to include the other.

12.11.5 Headings. The headings and titles throughout this Contract are included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Contract.

12.12 Exemption from County Purchasing Act. Pursuant to Section 262.024 of the Texas Local Government Code, the Commissioners Court hereby orders this Contract exempt from the requirements established by Section 262.023 of the Texas Local Government Code because it is a contract for the purchase of personal or professional services.

12.13 Duplicate Originals. This Contract may be executed in duplicate originals and is effective when executed by both parties.

13.0 SIGNATURES

13.1 Those signing this Contract on behalf of Contractor, or representing him or her or themselves as signing this Contract on behalf of Contractor, warrant and guarantee that he, she or they have been duly authorized by Contractor to sign this Contract on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this Contract.

CAPITAL AREA PRIVATE DEFENDER SERVICES

TRAVIS COUNTY

By: _____

By:  _____

[Name of Director]
Member, Board of Director

Samuel T. Biscoe
Travis County Judge

Date: _____

Date: _____

Approved as to Legal Form By: _____
Assistant County Attorney

Date: _____

Funds Verified By: _____

Date: _____

Travis County Auditor

Approved by Purchasing:

Travis County Purchasing Agent

Date: _____

ATTACHMENT A
DESCRIPTION OF SERVICES & PERFORMANCE MEASURES

1.0 Description of Services.

- 1.1 Provision of Qualified Attorneys. Contractor shall create and maintain an Appointment List and provide Project Manager with the Appointment List to use when appointing attorneys to Clients. Additionally, in the event that a Judge needs to appoint an attorney from the bench, Contractor shall provide an appropriate, qualified attorney from the Appointment List and Contractor shall notify Project Manager.
- 1.2 Review of Legal Representation. To ensure that a high quality of legal representation is provided to indigent defendants, Contractor shall monitor, review, mentor and train the attorneys on its list. Included in this review, Contractor shall provide continuing legal education classes for the attorneys on its Appointment List. Contractor shall also attend court proceedings on a regular basis in order to observe attorneys on the Appointment List, and provide guidance to attorneys needing assistance to fully perform their role as appointed legal counsel.
- 1.3 Assistance to Indigent Defendants. Contractor shall provide, through the internet and telephone access, a means to receive complaints about the performance of appointed attorneys directly from Clients. Competent personnel of Contractor should be available daily to receive complaints and properly address them based on a written procedure. Contractor shall develop this procedure, including a procedure for reassigning a Case if Contractor believes it is in the interest of justice. However, Contractor acknowledges that a Judge may at any time determine the adequacy of the performance of any attorney in court-appointed Cases and take whatever action the Judge, in his or her sole discretion, decides is necessary and appropriate under the circumstances. The number and nature of such complaints, as well as their disposition, shall be included in summary form, in the annual report of Office to County, as described in Section 6.7 below.
- 1.4 Management and Supervision of County Budget Approved for Indigent Defense. Contractor is responsible for maintaining a high level of representation for Clients without raising the costs incurred by County for indigent defense.
 - 1.4.1 Controlling Costs. Contractor must maintain control of costs based on:
 - 1.4.1.1 ensuring that the representation provided to each Case is appropriate,
 - 1.4.1.2 scrutinizing requests for investigators, experts and second chairs, and
 - 1.4.1.3 carefully monitoring all payment vouchers submitted by attorneys.

1.4.2 Monitoring and Reporting Costs. Taking into account the number and complexity of Cases, Contractor shall provide a report and Notice to the Commissioners Court if the quarterly costs for representation for indigent defense exceed those costs for the same quarter during the previous fiscal year by more than five (5) percent, or if cumulatively the costs for any two or more quarters during the fiscal year exceed the same period during the previous year by more than five (5) percent. This report and notice is to provide Commissioners Court the opportunity to take appropriate action, up to and including termination of this Contract. The report should provide an analysis comparing the number and complexity of the cases in each period and providing explanations about circumstances that have affected the costs during the current period.

2.0 Performance Benchmarks.

- 2.1 Attorney Training. Contractor and County acknowledge that ongoing professional training is necessary to keep attorneys abreast of changes and developments in the law. Contractor must ensure that attorneys on the Appointment List maintain enough hours of training to comply with the State Bar of Texas as well as the Travis County Fair Defense Plan. Contractor shall facilitate sufficient training, whether in-house or through a qualified provider of Continuing Legal Education certified by the State Bar of Texas, that allows attorneys on the Appointment List to stay up-to-date on developments in relevant law and procedure. Contractor shall provide training that covers topics suggested by the judges after a majority vote of the judges. This subject shall be included in the annual report of Contractor as described in Section 6.7 below.
- 2.2 Attorney Evaluation. The Executive Director of the Program, or their designee, shall evaluate the professional performance of appointed attorneys at least annually, or more frequently as Contractor determines necessary. The Executive Director shall also consider judicial, Board, and Review Committee feedback during the course of the evaluation of professional performance of appointed attorneys, as well as taking into account any complaints or grievances from Clients. The number of evaluations conducted and the results thereof shall be included in summary form in the annual report of Contractor to County as described in Section 6.7 below.
- 2.3 Attorney Caseloads. Contractor and County agree that the number and type of Cases for which a lawyer is responsible may impact the quality of representation Clients receive. While there are many variables to consider, including the seriousness or complexity of each Case and the skill and experience of an attorney, useful information might be gathered from evaluation of the caseloads of appointed attorneys. Contractor shall meet the requirements set out in Exhibit 4 to Attachment A. To this end, Contractor shall include the caseloads of each Program attorney by types of Cases, as well as the average appointed caseloads for

Program attorneys as a whole in the monthly and annual reports of Contractor to County, as described in Section 6.7 below.

- 2.4 Initial Client Meetings. Contractor and County agree that attorneys should make initial contact with a Client within one (1) Working Day of attorney appointment. When a Client is in custody at a Travis County facility, the attorney should conduct a client interview as soon as practicable after being appointed by Contractor, and no later than five (5) days after the attorney receives notice of appointment of a client's misdemeanor Case and not later than ten (10) days from notification of a felony Case appointment, to obtain the necessary information to provide qualified representation in the early stages of the case. This initial contact also serves to provide the client with information concerning the lawyer's representation and the course a criminal Case takes in the Travis County District Courts and County Courts-at-Law.
- 2.5 Monitoring Initial Meetings. Contractor will devise a system to monitor the occurrence of initial contacts and early interviews of Clients. The monitoring system should include, but is not limited to, recording the number of days between appointment and the attorney's initial client meeting. An attorney shall not be paid unless it is verified that he or she has contacted client within the time period specified by the Travis County Fair Defense Plan, unless good cause is shown by the attorney for non-compliance with the Travis County Fair Defense Plan. Additionally, Contractor shall keep track of the days from appointment to initial interview contact when a defendant is in jail. The results shall be included in the monthly and annual reports of Contractor to County, as described in Section 6.7 below.
- 2.6 Mentoring. Contractor shall develop a mentoring program to solicit experienced attorneys to assist assigned attorneys in developing specific skills and knowledge that will enhance the assigned attorneys' professional and personal growth in relation to the representation of Clients. In this program, the experienced attorneys may provide instruction on specific issues, coaching on a particular skill, sharing of resources and networks, encouragement in professional growth and development. Contractor shall solicit and provide mentors and support them, as needed. Contractor shall develop various methods of creating mentoring relationships, including possibly mentor initiated and program matching. Contractor shall develop a policy describing the mentoring program.

3.0 Evaluation of Program.

- 3.1 Collection of Data for Evaluation. Contractor shall develop surveys to collect information to assist the Oversight Committee in its evaluation of the Program. Contractor through its Executive Director shall create a simple survey to be given to the Judges at the beginning of each contract year. This survey should address the overall impression of the Judges regarding the quality of the representation of Clients and other defendants, and in particular Clients and defendants with mental health issues, both by the Program and by

private practitioners and the impact of such cases. Contractor, through its Executive Director, shall create a survey to be distributed to the Judges following jury trials to assess their satisfaction with representation by assigned attorneys in these trials. Contractor through its Executive Director shall also create a survey to be distributed to the Clients to assess the level of overall satisfaction with the representation received from the assigned attorneys and the Program.

3.2 Creation of the Oversight Committee. County and Contractor acknowledge that evaluation of Contractor's performance of the Services is a function that necessarily includes the participation of an impartial review, and for that purpose have created an Oversight Committee. The purpose of this committee is to ensure the objective evaluation of Contractor and to ensure that Clients receive appropriate, timely and qualified representation. County provides written notification to Contractor of the names and contact information for members of the Oversight Committee by September 30 of each year. Membership of the oversight committee shall consist of the following persons or their designee:

- 3.2.1 Presiding District Court Judge
- 3.2.2 Travis County Presiding County Court-at-Law Judge
- 3.2.3 Travis County Court Administrator
- 3.2.4 Travis County Criminal Justice Planning Chair
- 3.2.5 A Travis County Commissioner or the County Judge
- 3.2.6 Travis County Director of Mental Health Public Defender
- 3.2.7 Travis County Director of Juvenile Public Defender

Any changes in the membership of the Oversight Committee shall be made in writing and approved by both parties.

3.3 Function of the Oversight Committee. County shall ensure that the Oversight Committee does the following:

- 3.3.1 Conducts an annual Contract review, assessing the performance of Contractor;
- 3.3.2 Holds quarterly meetings with the Board of Directors of Contractor reviewing the state of the Program;
- 3.3.3 Reviews monthly reports on the amount of funds spent on indigent defense and comparisons with similar prior periods;
- 3.3.4 Reviews the annual report presented by Contractor before publishing; and
- 3.3.5 Makes recommendations to the Commissioners Court based on the Oversight Committee's review.

3.4 Result of Review. Upon the submission of any report and/or recommendation by the Oversight Committee, either party may require the other party to meet and discuss any changes to the Program or amendments to this Contract that may be warranted based on the report and recommendations.

- 3.5 Cooperation and Coordination. Contractor shall cooperate and coordinate with County staff, Judges and the Oversight Committee as reasonable and necessary and as required by the terms of this Contract.
- 3.6 Establishment of the Review Committee. In addition to the Oversight Committee, the Contractor's Board of Directors must create a Review Committee in accordance with Texas Code of Criminal Procedure 26.047(e). The Contractor's Board of Directors must name a chair for this review committee.
- 3.7 Function of the Review Committee. The Review Committee will:
- 3.7.1 Make final determinations on acceptance or removal of qualified attorneys for the Appointment List;
 - 3.7.2 Make the final determination on the level of an attorney on the Appointment List, described in Exhibit 4 to Attachment A;
 - 3.7.3 Hear appeals of appointed attorneys concerning payment vouchers required by section 5.1 below;
 - 3.7.4 Hear specific allegations of unsatisfactory performance of an attorney; and
 - 3.7.5 Hear any matter referred by Contractor for adverse action against an attorney on the Appointment List.
 - 3.7.6 Hear an appeal required by Section 5.2 below.
- 3.8 Extent of Authority of Review Committee. Any determination of the Review Committee regarding acceptance, removal or level on the Appointment List is final, binding, and conclusive.

4.0 Requests for Additional Assistance

- 4.1. Potential Additional Attorneys. If the attorney appointed to a Case seeks a second chair because of the complexity of the Case, the complexity of a part of the Case or for any other purpose, the appointed attorney shall make that request to the Executive Director of the Program. If the Executive Director denies the request, the appointed attorney may appeal the decision to the Review Committee. If the Review Committee approves second chair assistance as necessary to provide effective representation, the Review Committee shall immediately instruct the Director to appoint a second chair and state the amount of funds approved for the second chair. The Judge presiding over any Case may, in his or her sole discretion, determine that a second chair is necessary or appropriate to provide proper representation in the Case and either appoint a second chair or direct Contractor to do so.
- 4.2 Requests for Investigators. If an appointed attorney seeks authority to hire an investigator, the appointed attorney shall request authority from the Contractor. For purposes of determining whether an investigator is necessary in any Case, Contractor shall have an investigator on staff to assist. Contractor's investigator must make a list of appropriate investigators, determine what appropriate rates are for investigative services, and in each Case, analyze how much, if any, investigative work is necessary. If Contractor denies the appointed attorney's request for authority to hire an investigator, the appointed attorney

may appeal his or her request to the Judge presiding over the Case, and the appointed attorney shall be given an opportunity to have a hearing upon said denial and make an appropriate appellate record.

- 4.3 Requests for Experts. If an appointed attorney seeks authority to hire an expert, the appointed attorney shall request authority from Contractor. If Contractor denies the request, the appointed attorney may appeal his or her request to the Judge presiding over the Case, and the appointed attorney shall be given an opportunity to have a hearing upon said denial and make an appropriate appellate record.

5.0 Procedures for Reviewing Payment Requests.

- 5.1 Initial Payment Determination. Contractor shall make the initial review of requests for payment by appointed attorneys, investigators, and experts. Contractor shall apply the fee schedule included in Exhibit 4 to Attachment A to each person requesting payment in each Case and scrutinize each request for payment. If an appointed attorney, investigator or expert is dissatisfied with Contractor's decision concerning payment, that person may appeal that decision to the Review Committee. The decisions of the Review Committee on payment may be appealed to the Regional Presiding Judge.
- 5.2 Submission of Payment Requests to County. When the payee is satisfied with the review of the payment request or a decision has been made by the Review Committee, Contractor shall forward the payment request to the Project Director for appropriate review and processing by Travis County.

6.0 Programmatic Reporting Requirements.

- 6.1 Contractor shall provide County all programmatic data that County needs to complete the quarterly on-line progress report that must be submitted to TIDC. Contractor shall provide programmatic reports monthly, quarterly, and annually to the Project Manager.
- 6.2 Monthly, Contractor shall submit reports on the items listed in Outputs under Evaluation in Exhibit 1 to Attachment A. Monthly reports are due to the Program Manager no later than the 10th day of the month after the month to which they relate.
- 6.3 Quarterly, Contractor shall submit reports on
 - 6.3.1 all items in the Reporting Tables in Exhibit 5 to Attachment A and
 - 6.3.2 all items listed under Evaluation in Exhibit 1 to Attachment A.
- 6.4 Quarterly reports are due to the Project Manager no later than the 10th day of the month after the end of the quarter to which they relate as follows:
 - 6.4.1 For October, November, & December reporting due January 10th
 - 6.4.2 For January, February, & March reporting due April 10th

- 6.4.3 For April, May, & June reporting due July 10th.
- 6.5 The quarterly report for the last quarter (July, August, & September) may be included in the annual report and is due to the Project Manager no later than October 30th.
- 6.6 County and Contractor acknowledge that the items in the Reporting Tables in Exhibit 5 to Attachment A and the items listed under Evaluation in Exhibit 1 to Attachment A may not be an exhaustive list of reporting or conditions that may develop throughout this Contract. Any requests to change or modify these reporting requirements or conditions shall be made in writing.
- 6.7 Annual Report of Contractor. For each year of this Contract, Contractor shall submit a written report to County, no later than October 30, commencing in October, 2015, detailing Contractor's performance as required throughout this Contract including this Attachment. The annual report shall include the quarterly report for the last quarter. In addition to a cumulative report for the entire year on all items covered in the quarterly reports, the annual report shall include a report on each of the Performance Benchmarks in section 2 of this Attachment A. The annual report will also include the annual expenditures of the Program based on the budget of the Program, setting forth the operation and administrative costs of the Program for the year. Contractor shall provide this report to County via the Project Manager who shall then be responsible for submitting the data to TIDC.

EXHIBIT 1 TO ATTACHMENT A

Budget for Capital Area Private Defender Services
October 1, 2014 through September 30, 2015

<u>OPERATING EXPENSES</u>	<u>Total</u>
Attorney - Director of the Managed Assigned Counsel Program	\$160,000
Attorney - Assistant Director of the Managed Assigned Counsel Program	\$130,000
Supervising Attorney of the Managed Assigned Counsel Program	\$110,000
Investigator	\$80,000
Administrative Assistant	\$50,000
Part-time Financial Analyst	\$35,000
SALARY EXPENSE	\$565,000
Fringe Benefits - Medical, Retirement, Long-Term Disability, Parking, etc.	\$104,060
Taxes @7.65% up to base salary of \$113,700	\$38,434
TOTAL PERSONNEL COSTS	\$707,494
<u>NON-PROFIT OPERATING EXPENSES</u>	
INSURANCE (Professional insurance coverage for Director and/or Board of Directors)	\$4,000
TRAINING AND PROFESSIONAL MEMBERSHIPS (Travel/training for professional development and memberships, including bar dues.)	\$10,500
PROFESSIONAL SERVICES (Accounting/Tax-CPA to file non-profit tax returns and other financial documents)	\$5,000
OFFICE SPACE (provided by Austin Bar Association through September 2015. 1st year does not include rent and technology maintenance.)	\$0
MENTORSHIP PROGRAM (Mentoring for new and current attorneys seeking to increase levels on the list.)	\$30,000
OFFICE SUPPLIES/MISC.	\$11,100
NON-PROFIT CONTRACT BUDGET TOTALS	\$768,094
TOTAL OPERATING EXPENSES	\$768,094
<u>CAPITAL/EQUIPMENT</u> (One-time office startup costs: Telephones)	\$1,800
GRAND TOTAL	\$769,894

This budget was developed under the assumption that the Services are based on a 12-month period. The schedule provides the Contractor twelve months of funds at each of the original agreed upon funding levels. If the Contractor has a delayed start in the first contract year, it will be necessary to adjust the amount of compensation payable in that year.

Objectives

Contractor shall perform all Services in a manner consistent with and designed to attain the following objectives stated in the TIDC grant contract:

Objective 1: Maintain a separate legal entity, with an advisory committee, governing board, director and appropriate staff.

Objective 2: Implement a fully functional managed assigned counsel program dedicated to representing indigent adult defendants charged with a felony or misdemeanor criminal offense in Travis County - by January 1, 2015.

Objective 3: Establish attorney, investigator and expert performance standards by October 15, 2014.

Objective 4: Monitor compliance with established attorney, investigator and expert performance standards - by October 1 each year beginning in October, 2015.

Objective 5: Develop a system of on-call attorneys to handle urgent appointments when necessary unless due to exigent circumstances or good cause, a judge designates an attorney from the approved list pursuant to Texas Code of Criminal Procedure, Art. 26.04, notifies Contractor of the appointment.

Objective 6: Develop a system of panels where attorneys are matched with cases based upon qualification, experience, and training.

Objective 7: Monitor compliance by assigned defense counsel with the requirement related to initial contact with the client, conducting the initial interview with the client.

Objective 8: Establish and monitor compliance with caseload limits for all panel attorneys to ensure adequate availability for all matters.

Objective 9: Implement and monitor a policy to ensure that any attorney appointed pursuant to this program does not accept appointments in any case that involves a conflict of interest for the attorney unless the conflict has been waived by all affected clients.

Objective 10: Implement quality standards for appointed investigators and experts and employ a full time investigator to review requests for investigators and full-time attorneys to review requests for expert assistance and make a determination on those requests.

Objective 11: Review and approve fee requests by counsel, investigators and experts.

Objective 12: Conduct a survey of Judges to determine their opinion of the quality of representation by attorneys being provided through this program - by October 1 each year beginning in October, 2015.

Objective 13: Present and review the monthly report of indigent defense funds prepared by Court Administration with the Oversight Committee.

Objective 14: Produce an annual statistical report of activities in collaboration with Court Administration for submission to the Travis County Judiciary and Commissioners Court - by March 1 each year beginning in March, 2016.

Methodology or Project Design (Activities)

If practicable, Contractor shall perform the following activities by the following deadlines stated in the TIDC grant contract:

1. Make every attempt to hire an attorney director who meets at least the minimum qualifications for that position to begin employment on or about October 1, 2014.
2. Instruct the Director to develop a written plan of operation including the information required in Article 26.047 of the Texas Code of Criminal Procedure and any other requirements listed in the contract with Travis County by November 1, 2014.
3. Instruct the Director to make every attempt to hire the staff needed so that they can begin employment on or about November 1, 2014.
4. Begin operation on or before January 5, 2015 and provide quality defense services in cases as needed.
5. Provide annual statistical reports detailing information from the plan of operation and other requirements listed in this contract by March 1, each year beginning in March, 2016.
6. Provide performance reports to County related the discretionary grant quarterly, as requested by County.

Evaluation

Contractor acknowledges that the following tasks and measures stated in the TIDC grant contract are the basis on which the performance of this Program contract will be evaluated and that grant funding for subsequent years depends on this evaluation. Contractor understands that its cooperation in timely completion of these tasks and reporting information related to the measures is essential:

Task	Definition	Measure
Job Descriptions Completed	Job descriptions for each position in the office will be developed.	Report date completed
Staff Hired	Director, Assistant Director, Supervising Attorney, Full Time Administrative Assistant, Investigator and Part-time Financial Analyst	Report indicating when each position is filled
Director Start Date	This position will set up the office.	Report the date employee is added to payroll
Software Setup	Set up case management and monitoring system.	Date software is functional.
Staff Start Date	Assistant Director, Supervising Attorney, Full Time Administrative Assistant, Investigator, and Part-time Financial Analyst	Report indicating the date each employee is added to payroll

Policies and Procedures Complete and Training Provided to Staff	A policy and procedure manual to identify basic office procedures, how office will function and various staff roles.	Date manual distributed to staff and staff trained.
Commence Representation by program	Develop referral process from courts. Assist courts with submission of amendments to indigent defense plans if necessary.	Date that all plans are updated as necessary or contact made with the courts.
Begin Serving Defendants.	Office receives referral.	Report the date first case is received from court or Court Administration.

Outputs

Task	Definition	Measure
Department Caseload	The number of active cases assigned to the Program on the last business day of each month.	Monthly report detailing the department caseload.
Department Cases Disposed	The total number of cases disposed during each month	Monthly report detailing the number of disposed cases
Average Caseload Summary	Total number of cases referred divided by total number of Program attorneys	Report average caseload for all attorneys by month.
Individual Attorney Caseload	The number of cases assigned to each attorney by the Program on the last business day of each month.	Report the number of cases assigned for all attorneys.
Average Cost per Case by Program	The attorney fees paid divided by the number of cases disposed annually	Report the average cost per case by year
Percent of Cases Receiving Appointed Counsel	Number of cases appointed divided by total cases assigned to the criminal courts	Report the number of appointed cases divided by the total cases
Percentage of Bench Appointments Made	Bench appointments divided by total number of appointments	Report bench appointments by court

Outcomes

Task	Definition	Measure
Days from Appointment to First Contact with Defendant	The number of days from the date the order of appointment is received until a contact is made with the defendant.	Report the average number of days between receipt of the order of appointment to the contact with defendant.

		Report the number of cases where the initial contact is made more than 1 working day after the order of appointment is received.
Days from Appointment to Initial Interview Contact with Defendant (in jail only)	The number of days from the date the order of appointment is received until the initial interview is made with the defendant in jail.	Report the average number of days between receipt of the order of appointment to the initial interview with incarcerated defendant. Report the number of cases where the initial interview is made more than 5 days after the order of appointment is received in a misdemeanor case and more than 10 days after the order of appointment is received in a felony case.
Days to Disposition (in jail)	The number of days from arrest to disposition for inmates that remain in jail continuously.	Report the average number of days between arrest of the case to the disposition of the case.
Days from Arrest to Release	The number of days from the arrest to the release from jail on bond, while the case is pending.	Report the average number of days that the inmate is in jail until released on bond.
Type of Disposition of Cases	The type of disposition (dismissal, guilty plea or Jury/Bench trial/12:45's) in each case assigned to the Program	Report the number of: 1)Dismissals 2) Guilty Pleas pursuant to a plea agreement 3) Jury/Bench Trials on Guilt/Innocence and Punishment 4) 12:45's
Type of Convictions	The type of conviction handed down in each case (if found guilty)	Report the number of cases where a defendant was convicted. Report the number of cases where a defendant was convicted of a lesser offense.

Acquittals	Cases assigned to the Program where the jury/court finds the defendant not guilty at guilt/innocence	Report the number of cases where a defendant was found not guilty of any offense.
Sentence Severity	The length of sentence handed down by case type (excluding capital)	Report the average sentence length by case type for convictions
Survey of Stakeholders	<p>Create a simple survey to be given to Judges. The survey should be conducted at the beginning of the grant period prior to services and annually thereafter. The survey should address the overall impressions of the quality of mental health indigent defense services from the office and from the private bar, as well as the impacts of such a case.</p> <p>Create a user survey to be distributed to clients of the office to gauge the overall satisfaction with representation.</p> <p>Judicial Trial Survey</p>	<p>Report any change between the pretest and post-test, as well as annual changes.</p> <p>Report level of client satisfaction with office representation.</p> <p>Report judicial satisfaction following jury trials regarding Program representation</p>
Type of Bonds	The number of cases receiving each bond type divided by total appointed cases	Report the percent of cases receiving bonds by bond type (surety, personal, cash)
Use of Investigators	The total number of cases utilizing an investigator divided by the total number of cases.	Report the percentage of cases where an investigator was utilized
Use of Experts	The total number of cases utilizing an expert divided by the total number of cases.	Report the percentage of cases where an expert was utilized
Timely Filings of Appellate Briefs	The total number briefs filed on time divided by total briefs filed	Report the percentage of briefs filed timely

EXHIBIT 5 TO ATTACHMENT A
Reporting Tables

The following tables represent necessary information to be reported and captured by both County and Contractor for 1) successful data collection for Program analysis; and 2) satisfaction of reporting requirements by TIDC.

Certifications	
Each quarter (by month), the Program Director in collaboration with the Project Manager certifies the following is documented for all cases served by the Program and is available for review:	Arrest Date
	Bond Date
	Appointment Date
	Initial Contact by Attorney
	Initial Interview by Attorney
	Case Filing Date
	Disposition Date
	Disposition Type
	Policies and Procedures have been adopted and are reviewed regularly and updated as needed

Training & Education	
Each quarter (by month), the Program Director/Chief Defender shall report the following training and education provided by Contractor and number of attorneys attending:	Total number of criminal law and mental health law continuing legal education (CLE) hours provided by Contractor and total number of these hours completed by attorneys.
	The number of attorneys that submit CLE hours each month.
	The number of CLE trainings conducted by Contractor's staff
	Training Events and Attorney CLE Submission
	List of attorneys who have notified Contractor that they are not in compliance with CLE requirements of State Bar
	List of attorneys who have notified Contractor that they are not in compliance with CLE requirements of the Travis County Fair Defense Plan

Mentoring Program	
Each quarter (by month), the Executive Director shall report the following mentoring assistance provided by Contractor and number of attorneys participating:	Date mentoring program is implemented
	Date mentoring policy is completed
	The number of experienced attorneys who volunteer to assist assigned attorneys
	The number of hours experienced attorneys report having spent mentoring assigned attorneys
	The number of assigned attorneys requesting mentoring or other assistance
	The number of assigned attorneys reporting having received mentoring or other assistance
	Types of mentoring assistance received: <u>instruction, coaching, resource sharing, network sharing, encouragement.</u>

Workload & Caseload Measures	
Each quarter (by month), the Program Director in collaboration with the Project Manager shall report the following workload/caseload measures:	Number of felony appointments each month.
	Number of misdemeanor appointments each month.
	Length of time on each Case between appointment and disposition of case
	Number of felony Cases that were disposed during the month.
	Number of misdemeanor Cases that were disposed during the month.
	Name of each attorney on the Appointment List and their individual pending caseload distribution from Program at the end of each month.
	Name of each attorney on the Appointment and their number of new Program (opened) appointments and their number of Program Cases disposed (closed) during the month.

Summaries	
Each quarter, the Program Director/Chief Defender shall summarize any or all of the following:	Accomplishments the staff and Program made during the quarter.
	Identify problems encountered, solutions or proposed solutions made.
	Any activities scheduled during the next reporting period.
	Staff changes made during the quarter, including new hires, classification of new hires, and/or the date any staff left the Program.

Financial Data Re: Costs for Representation	
Each quarter, the Program Director in collaboration with the Project Manager shall provide the following financial data by Court :	Total amount of payments made to attorneys for representation in felony cases during the month.
	Total amount of payments made for investigator expenses in felony cases during the month.
	Total amount of payments made for expert witnesses in felony cases during the month.
	Total amount of any "other expenses" made during the month for services provided in felony cases during the month.
	Total amount of payments made to attorneys for representation in misdemeanor cases during the month.
	Total amount of payments made for investigator expenses in misdemeanor cases during the month.
	Total amount of payments made for expert witnesses in misdemeanor cases during the month.
	Total amount of any "other expenses" made during the month for services provided in misdemeanor cases during the month.

ATTACHMENT B

REIMBURSEMENT REQUIREMENTS AND LIMITS; FINANCIAL REPORTING

1.0 SERVICES

- 1.1 Compensation. For and in consideration of full and satisfactory performance of the Services described in Attachment A and this Contract, Travis County shall pay Contractor compensation based on expenses incurred to render the Services through the reimbursement of those expenses that are in compliance with the budget in Exhibit 1 of Attachment A.
- 1.2 Adjustments to Budget. Contractor shall not make any adjustments to its Budget that will have the effect of increasing total salary expenses in subsequent contract years. If necessary to comply with the terms of this Contract, Contractor by resolution of its Board of Directors may transfer up to a cumulative total of \$10,000 during any one contract year from
- 1.2.1 One function within operating expenses to another function in operating expense, or
 - 1.2.2 Salary for one position to another position if, after the transfer, the budget remaining for the first position remains adequate to cover the total salary expense for that position for the portion of the contract year during which that position is filled, or
 - 1.2.3 Salary expenses to one or more functions in operating expenses if, after the transfer, the budget remaining for salary expenses remains adequate to cover the total salary expense for the portion of the contract year during which all position are filled, or
 - 1.2.4 Fringe benefits to one or more functions in operating expenses if, after the transfer, the budget remaining for fringe benefits remains adequate to cover the total fringe benefits due for all positions for the portion of the contract year during which these positions are filled, or
 - 1.2.5 Taxes to one or more functions in operating expenses if, after the transfer, the budget remaining for taxes remains adequate to cover the total taxes due for all positions for the portion of the contract year during which these positions are filled.

If Contractor's Board of Directors approves any adjustments to the budget, Contractor shall notify the Project Manager and the County Auditor of the adjustment within ten (10) business days. If Contractor needs or desires one or more budget adjustments in excess of the cumulative total of \$10,000, prior to making any further adjustments Contractor must submit a request to the Project Manager for consideration and, if appropriate, for further submission of the request to TIDC for its consideration.

- 1.3 Limit on Total Compensation. Travis County shall not be obligated to pay any amounts in excess of the budgeted amounts. County shall not be liable to Contractor for more than a maximum total amount of \$769,894 for expenditures between October 1, 2014 and September 30, 2015. County shall not be liable to Contractor for any expenditures for expenses incurred before October 1, 2014 or after September 30, 2015, unless this

Contract is modified to extend its duration and specifically provides for additional funding for any extension.

- 1.3 Methodology. To address the cash flow needs of Contractor, County shall fund an Escrow Account to facilitate the payment of expenses as incurred and allow for fiscal control of the Program as the means of compensating Contractor. Compensation is based upon the negotiated budget for the current term of this Contract. Upon Contractor's submission of reimbursement requests, Contractor shall be entitled to compensation as set forth below.

2.0 ESCROW ACCOUNT

- 2.1 "Escrow Account" means the imprest or self-checking account which has been established by and is used by Contractor, as a fiduciary, solely for payment of expenses within the approved budget and necessary to provide the Services under this Contract that are incurred by Contractor. Upon completion of Services, or at the end of each annual term, Contractor must give an accounting of the funds received and disbursements incurred no later than October 15 for the preceding 12 month period ending September 30. Contractor shall return the difference between all funds received and those used for the stated purpose to County at the end of the Contract year.
- 2.2 Contractor shall establish and maintain an Escrow Account for payment of the expenses it incurs while administering the Program, including salaries and benefits for its employees and administrative and overhead costs allowed under the Budget in Exhibit 1 to Attachment A as adjusted in compliance with this Contract. In determining whether an expense is allowed, Contractor shall apply the standards and requirements for local governments in the Uniform Grant Management Standards promulgated by the Texas Comptroller of Public Accounts. Contractor shall not use the principal in the Escrow Account to pay for anything other than the eligible expenses allowed under the Budget in Exhibit 1 to Attachment A as adjusted in compliance with this Contract and the Uniform Grant Management Standards. The funds in the Escrow Account are held by Contractor as a fiduciary on behalf of County and shall not be used, taken as an off-set, converted, or comingled with any other funds. Contractor may direct the Bank to withdraw funds from the Escrow Account to fund the non-draft payments as they are issued. The withdrawals for Contractor's allowed expenses are paid for from the amount in the Escrow Account. Contractor shall make reimbursement requests for all expenditures from the Escrow Account in compliance with section 4 of this Attachment B. Contractor shall pay all banking fees or charges incurred in connection with the Escrow Account and shall retain all income or other benefits that the funds in the Escrow Account may earn. Payments from the Escrow Account shall be made in accordance with this Contract.
- 2.3 County shall fund the Escrow Account at the beginning of the Contract in the amount of \$137,314. During the first ten months of the Contract year when Contractor submits monthly requests for reimbursement with appropriate supporting documentation, County shall reimburse these expenses so that the Escrow Account remains at an amount which is equal to approximately two (2) months of estimated expenses based upon the budgeted and actual expected salary requirements and monthly expenses in the amount of approximately \$126,514 as articulated in the Budget in Exhibit 1 to Attachment A. During the last two months of the Contract year, Contractor shall continue to submit reimbursement requests to

County for all expenses incurred and paid during that period. Due to the initial funding of the Escrow Account, County does not reimburse these expenses so that the funds in the Escrow Account are reduced to as near to zero as possible at the end of the Contract year. If Contractor anticipates that additional funds are needed to pay for an extraordinary expense in a particular month or learns that County has not provided amounts sufficient to cover Escrow Account withdrawals during the first ten months, Contractor shall notify Project Manager of the additional amount needed and County shall determine whether additional funding is appropriate and, if so, fund the Escrow Account for an additional amount within fifteen (15) Working Days of receipt of the notification.

2.4 Contractor acknowledges that County is only responsible for costs incurred within its approved budget. County acknowledges that the Program relies upon County for providing funds for payment of its budgeted costs, including salaries. County only assumes financial responsibility for expenses anticipated by the budget incorporated in this Contract and its TIDC grant contract. Contractor shall make the initial payment for all salaries and allowed expenses and send County a reimbursement request at least monthly, that indicates the amounts and purpose of payments made for which reimbursement is requested. County shall refund the Escrow Account for all payments made by Contractor in compliance with the budget incorporated in this Contract and the TIDC grant within thirty (30) Days of receipt of a reimbursement request. County shall immediately notify Contractor if County does not agree that a payment was made in compliance with this Contract.

2.5 The Escrow Account shall be subject to a full accounting by the Travis County Auditor for the uses made of all funds deposited in the Escrow Account. Contractor shall make interim reports at least biannually and a final accounting for each year of the Contract no later than October 15th at the end of the year. Contractor is obligated to return to County the difference between all funds received and those expenditures used for the stated purpose and approved by County. No later than October 15 after the end of this Contract, Contractor shall prepare a reconciliation report that:

2.5.1 addresses the following information:

2.5.1.1 the total amount of funding for the Escrow Account, including the initial funding and all reimbursements, provided to Contractor during the prior twelve month period from October 1 to September 30 of the current year;

2.5.1.2 the total amount of expenditures made by Contractor from the Escrow Account during the prior twelve month period from October 1 to September 30 of the current year, summarized by categories stated in the Budget in Exhibit 1 to Attachment A as adjusted in compliance with the Contract ;

2.5.1.3 the difference between these total amounts of funding and expenditures;

2.5.1.4 the total amount of any outstanding checks for expenditures made by Contractor and the purpose and payees on these checks;

2.5.1.4 the amount of funds remaining in the Escrow Account, and readily available for repayment to County with documentation supporting this amount (“remaining escrow funds”).

- 2.6 Contractor shall repay County the difference between the remaining escrow funds and the outstanding checks no later than the November 1st following the end of this Contract.
- 2.7 Contractor acknowledges its responsibility to cooperate fully with the replacement provider and County to assist with and ensure a smooth transition.

3.0 ABANDONED PROPERTY

Throughout the duration of the Contract, Contractor is responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports. Contractor determines whether to file and, if appropriate, is responsible for making reports once notified.

4.0 REIMBURSEMENT REQUEST REQUIREMENTS

- 4.1 Monthly Reimbursement Requests. Contractor shall submit Escrow Expense Reimbursement Requests to County by the 5th business day after the end of each month. Contractor shall use the appropriate Travis County forms in Exhibit 1 to Attachment B.
- 4.2 Content of Reimbursement Requests. Contractor shall include at least the following information in its Escrow expense reimbursement requests:
 - 4.2.1 Name, address, and telephone number of Contractor ;
 - 4.2.2 County Contract number;
 - 4.2.3 Identification of types of expenditure by budget categories: salary, benefits, supplies, etc.;
 - 4.2.4 Amount of expenditure applicable to each budget category;
 - 4.2.5 Total amount due;
 - 4.2.6 Appropriate supporting documentation which may include ledgers, purchase orders, travel records, invoices, contracts, mileage records, telephone bills, time sheets or other payroll documentation, and any other documentation that verifies the amount and appropriateness of the expenditure; and
 - 4.2.7 Any additional information required by the Contract.
- 4.3 Rules for Supporting Documentation. The supporting documentation must comply with the authority and rules applicable to any grant funding from TIDC and with which County must comply in its contractual relationship with TIDC related to the funding for this Contract. These rules are stated in the following documents (collectively called the “grant accounting rules”):
 - 4.3.1 Texas Government Code, Chapters 79 & 783
 - 4.3.2 Texas Administrative Code Title 1, Chapter 173
 - 4.3.3 Uniform Grant Management Standards (UGMS) as promulgated by the Texas Comptroller of Public Accounts, and
 - 4.3.4 Texas Code of Criminal Procedure Article 26.047.
- 4.4 Contractor shall obtain and retain all supporting documentation required by the grant accounting rules for at least seven years after the date reimbursement is requested.

- 4.5 Specific Supporting Documentation for Reimbursement. More specifically, Contractor shall include copies of invoices for all non-payroll expenditures in its monthly Escrow Account reimbursement request. In addition, Contractor shall include copies of summary payroll records, such as accounting ledgers, which detail the names of the persons to whom wages were paid, the total salary, the amount and purpose of any deductions, the costs of benefits by type, and any other pertinent payroll information. Contractor shall attach to each reimbursement request the attestation by each of its employees that all time for which the employee was paid during that period was spent performing work related to the Services to be provided under this Contract in compliance with the applicable state grant rules.
- 4.6 Additional Specific Supporting Documentation. Contractor acknowledges that all technology equipment and software must be purchased from the Texas Department Of Information Resources (DIR) State Contract unless Contractor demonstrates good reason why the state contract cannot be used and provides County with a written request for an exception to this requirement and, after submission of the request to TIDC, County receives a written statement from TIDC allowing the exception. Contractor acknowledges that County is initially funding the Escrow Account with \$10,800 more than required for maintenance level established in this Attachment. Contractor also acknowledges that this amount represents the annual budget for purchase of telephones, insurance and accounting/audit/tax fees for which no reimbursement is due. Contractor shall submit supporting documentation for any expenditures related to these budget categories to County at the end of the month in which the expenditure is made.
- 4.7 Contractor shall submit its reimbursement requests to the following address:

Project Manager
P.O. Box 1748
Austin, Texas 78767

5.0 CAPITAL/EQUIPMENT EXPENDITURES

- 5.1 County shall provide:
- 5.1.1 the furniture selected by Contractor from contracts currently used by County for procuring this type of equipment, the total cost of which shall not exceed \$10,000, and necessary to the functioning of the Program; and
 - 5.1.2 the computer and office equipment selected by Contractor from contracts currently used by County for procuring this type of equipment, the total cost of which shall not exceed \$17,015, and necessary to the functioning of the Program.
- 5.2 Contractor acknowledges that all technology equipment, including telephone equipment, and software to be purchased by County must be purchased from the DIR State Contract unless Contractor demonstrates good reason why the state contract cannot be used and provides County with a written request for an exception to this requirement and, after submission of the request to TIDC, County receives a written statement from TIDC allowing the exception. For approval of an exception, Contractor should include

information regarding how the proposed alternative technology meets standards adopted by the DIR and the Judicial Committee on Information technology. In addition, Contractor acknowledges that all technology equipment and software to be purchased with contract funds under this contract must include maintenance to ensure it operates as intended during the full term of the contract and the term of the maintenance agreement must be at least three (3) years and not more than five (5) years.

- 5.3 This furniture and equipment remains the property of County and must be returned to County at the termination of this Contract.
- 5.4 Contractor shall purchase any telephone equipment, the total cost of which shall not exceed \$1,800, necessary to the functioning of the Program in compliance with the County Purchasing Act.
- 5.5 Contractor shall make all purchases for supplies, services and materials necessary to the functioning of the Program in compliance with the County Purchasing Act and the TIDC grant requirements.

6.0 NO UNANTICIPATED REIMBURSEABLE EXPENSES

All costs related to the implementation of the Program have been anticipated by both parties before the execution of this Contract and have been provided to TIDC in order to receive grant funding. No additional amount will be allowed.

7.0 FINANCIAL REPORTING REQUIREMENTS.

- 7.1 Contractor shall provide County all financial data that County needs to complete the quarterly on-line progress report that must be submitted to TIDC. Contractor shall provide financial reports monthly, quarterly, bi-annually and annually to the Project Manager.
- 7.2 The monthly reimbursement requests submitted by Contractor are the only financial reports required monthly.
- 7.3 If County requires any financial information that is not included in Contractor's reimbursement requests to complete the quarterly on-line progress report that must be submitted to TIDC and requests that information from Contractor, Contractor shall provide that information to the County Auditor no later than the 12th day of the month in which the quarterly report is due.
- 7.4 Contractor shall submit the interim biannual report on the state of the Escrow Account as required by section 2.5 of this Attachment to the Project Manager no later than April 15th of each year. Contractor shall submit the final annual report on the state of the Escrow Account as required by section 2.5 of this Attachment to the Project Manager no later than October 15th of each year.

- 7.5 Contractor shall submit cumulative financial data in the annual report described in section 6 of Attachment A.

8.0 PARTIAL PAYMENT ON TERMINATION

Payment on Termination. If this Contract is terminated, Contractor is entitled only to reimbursement compensation based on the expenses incurred within the budget prorated for the applicable duration of the Contract and for Services which have already been performed before and up to the date of termination.

EXHIBIT 1 TO ATTACHMENT B

Travis County Financial Forms

ACH FORM(S)



Agreement for Direct
Deposit.pdf

Exhibit 1.1



Agreement to Cancel
Direct Deposit.pdf

Exhibit 1.2

ESCROW EXPENSE REIMBURSEMENT REQUEST



Attachment -
Financial Forms UNPR

Exhibit 1.3

SUPPORTING DOCUMENTATION FOR PERSONNEL EXPENSE REIMBURSEMENT REQUEST



Example of an Activity
Log.pdf

EXHIBIT 1.4

EXHIBIT 1.5

SAMPLE SALARY CERTIFICATION

(To be prepared on Contractor’s Letterhead)

MEMORANDUM

DATE: _____, 2014

TO: Nicki Riley
County Auditor

CC: (Name of analyst for this grant)
Financial Analyst—Grants

FROM: _____(signature)_____
Typed Name of Executive Director of CAPDS
Director, Capital Area Private Defender Services

SUBJECT: Verification of Hours Worked for Employee of Capital Area Private Defender Services
County Grant Number: _____
Certification Period: (start date of pay period) – (end date of pay period)

This memorandum is to certify that _____(name of employee) _____ spent 100% of her work time on activities for Capital Area Private Defender Services during the Certification Period stated above.

ATTACHMENT C

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

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

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

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

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

Do you have or do you anticipate having subcontractors under this proposed contract? ___YES ___NO

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

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

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

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

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

Name of Contractor

Vendor I.D. or Social Security No.

Signature of Authorized Representative Date

Printed/Typed Name & Title of Authorized Representative

ATTACHMENT D

ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

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

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of Key Contracting Persons associated with this Contract 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 Contractor is doing business or has done business during the 365-Day period immediately before the date of this affidavit.

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 TO ATTACHMENT D
LIST OF KEY CONTRACTING PERSONS
May 23, 2014

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	David Salazar	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Executive Assistant	Sue Spears	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	Charlyn Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Madison A. Gessner*	
Commissioner, Precinct 4	Margaret Gómez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Tax Assessor-Collector	Bruce Elfant*	
Chief Deputy Tax Assessor-Collector	Dusty Knight	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley	
County Executive, Administrative	Vacant	
Interim County Executive, P & B	Leroy Nellis*	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety,	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Tanya Acevedo	
Director, Records Mg't & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, Civil Division	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	

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual Associated</u>
Attorney, Transactions Division	Elizabeth Winn	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jennifer Kraber*	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Attorney, Health Services Division	Prema Gregerson	
County Court at Law #3	Judge John Lipscombe	
County Court at Law #4	Judge Mike Denton	
County Court at Law #5	Judge Nancy Hohengarten	
County Court at Law #6	Judge Brandy Mueller	
County Court at Law #7	Judge Elisabeth Earle	
County Court at Law #8	Judge Carlos Barrera	
147 th District Court	Judge Cliff Brown	
167 th District Court	Judge David Wahlberg	
299 th District Court	Judge Karen Sage	
331 st District Court	Judge David Crain	
390 th District Court	Judge Julie Kocurek	
403 rd District Court	Judge Brenda Kennedy	
427 th District Court	Judge Jim Coronado	
Magistrate Court	Magistrate Judge Leon Grizzard	
Purchasing Agent	Cyd V. Grimes, C.P.M., CPPO	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	
Assistant Purchasing Agent	Elaine Casas*	
Purchasing Agent Assistant IV	CW Bruner, CTP	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villarreal	
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	Michael Long, CPPB	
Purchasing Agent Assistant IV	Rebecca Gardner	
Purchasing Agent Assistant IV	Rosalinda Garcia	
Purchasing Agent Assistant IV	Loren Breland	
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	

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual Associated</u>
Purchasing Agent Assistant II	Sam Francis	
HUB Coordinator	Sylvia Lopez	
HUB Specialist	Betty Chapa	
HUB Specialist	Jerome Guerrero	
Purchasing Business Analyst	Scott Worthington	
Purchasing Business Analyst	Vacant	

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 2	Sarah Eckhardt	05/31/14
Purchasing Agent Assistant III	Nancy Barchus, CPPB	06/28/14
Purchasing Business Analyst	Jennifer Francis	11/29/14
Attorney, Transactions Division	Jim Connolly	02/28/14
Executive Assistant	Barbara Smith	01/15/14
County Executive P&B	Leslie Browder	03/31/15

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