

**From:** Janet Monteros  
**Sent:** Thursday, July 29, 2010 9:55 AM  
**To:** James Fashing  
**Cc:** Alicia Vera; Josefina Vasquez  
**Subject:** RE: OAG Contacts-DRO/StateCaseRegistry&LocalCustomerSupport/AG/11-C0022  
CA-kk-10-317

**July 29, 2010**

**COUNTY LEGAL REVIEW FORM**

KK-10- 317

Contract Description: **DRO/StateCaseRegistry&LocalCustomerSupport/AG/11-C0022**

**COUNTY ATTORNEY ACTION\*\***

**\*\*Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

\_\_\_\_X\_\_\_\_ Approved as to Form as Submitted

\_\_\_\_\_ Approved as to Form with Amendments/Modifications/Reservations Noted Below\*

\_\_\_\_\_ Not Approved

\*1)

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

**Janet Monteros**

**Assistant County Attorney**

JANET I. MONTEROS, ASSISTANT COUNTY ATTORNEY

General Counsel Unit

**EL PASO COUNTY ATTORNEY'S OFFICE**

500 E. San Antonio, *Ste. 503*

El Paso, *Texas 79901*

915-546-2050 ext. 3209

915-546-2133 facsimile

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**From:** James Fashing  
**Sent:** Wednesday, July 28, 2010 2:17 PM  
**To:** Janet Monteros  
**Subject:** FW: OAG Contacts

Janet,

Contracts are on the way up. Please let me know if you have any questions.

Thanks,

Jim

**Jim Fashing**

El Paso County Domestic Relations Office

500 E. San Antonio, Rm LL-108

El Paso, TX 79901

915-834-8292

FAX: 915-834-8299

**[jfashing@epcounty.com](mailto:jfashing@epcounty.com)**

**[www.epcounty.com/dro](http://www.epcounty.com/dro)**

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**From:** Cathy Rice  
**Sent:** Wednesday, July 28, 2010 1:04 PM  
**To:** James Fashing  
**Subject:** OAG Contacts

Hi Jim,

Sorry for the delay. Attached is the updated OAG contact list.

**Cathy Rice**

Office Administration Support Manager

County of El Paso, Texas

Information Technology Department

800 E. Overland, Suite 400

El Paso, Texas 79901

915-546-2041, ext 3555

Fax 915-546-2042

[rice@epcounty.com](mailto:rice@epcounty.com)

**CONTRACT FOR  
ACCESS AND VISITATION GRANT  
BETWEEN THE  
OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF TEXAS  
AND  
EL PASO COUNTY**

**Contract No.: 11-C0110**

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**ARTICLE 1 INTRODUCTION**

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**SECTION 1.1 PARTIES**

This Contract ("Contract") is entered into by and between the Office of the Attorney General of the State of Texas ("OAG") and El Paso County ("Contractor"). The OAG and the Contractor may be referred to in this Contract individually as a "Party" and collectively as "Parties."

**SECTION 1.2 AUTHORITY**

This Contract is entered into pursuant to 42 U.S.C. §669b, which enables states to establish and administer programs to support and facilitate Non-Custodial Parents' access to and visitation of their children.

**SECTION 1.3 PURPOSE OF CONTRACT**

**1.3.1 Background**

This Contract establishes the conditions under which the OAG shall provide funding to the Contractor in accordance with applicable state and federal laws, regulations, and rules. Grants to states for access and visitation programs are funded under the Catalog of Federal Domestic Assistance ("CFDA") No. 93.597 and are regulated under Title 45 of the Code of Federal Regulations ("C.F.R.").

The enabling legislation for the access and visitation programs requires that federal funds be used by states "... to establish ... programs to support and facilitate Non-Custodial Parents' access to and visitation of their children." The State of Texas has chosen to select programs offering services in one or more of the following activities for funding: mediation (both voluntary and mandatory); counseling; education; development of parenting plans; visitation enforcement (including litigation); development of guidelines for visitation; alternative custody arrangements; and alternative dispute resolution (other than mediation). The OAG refers to programs administered by contractors receiving access and visitation program funds through the OAG as "Shared Parenting Programs." The Contractor submitted a grant application for these funds, titled Shared Parenting Grant Application, Fiscal Years 2011 and 2012 ("Shared Parenting Grant Application"), a copy of which is attached hereto as Attachment A and made a part hereof.

**1.3.2 Source of Funding**

Funds paid by the OAG to the Contractor under this Contract are Access and Visitation Grant funds awarded to the OAG by the U.S. Department of Health and Human Services ("DHHS").

## SECTION 1.4 DEFINITIONS

All terms defined below shall remain capitalized throughout this Contract when reference is to the definitions listed below.

TERM	DEFINITION
Auditing Entities	The Office of the Attorney General of the State of Texas, the Texas State Auditor's Office, the U.S. Department of Health and Human Services, the Comptroller General of the U.S., or any of their duly authorized representatives or successors.
Contractor	The entity identified in Section 1.1. The Contractor is also a sub-recipient of the Access and Visitation Grant funds.
Controlled Correspondence	Numbered and tracked correspondence on important Contract-related issues. Pursuant to Section 5.1, the OAG shall manage the controlled correspondence process.
Costs Incurred	Cost principle which includes the accrued method of accounting or costs actually paid.
Equipment	The OAG does not allow for funding of equipment through this Contract.
Non-Custodial Parent (NCP)	An individual who owes, or is alleged to owe, a duty of child support and who does not have primary custody of the child needing support.
Supplies	Consumable goods.
Salary	The gross salary, including payroll-related taxes, for an employee.
State of Texas	Also referred to as "state," this term means or includes the OAG.

## SECTION 1.5 CONTRACTOR'S WARRANTIES

In executing this Contract with the Contractor, the OAG relies on the Contractor's following warranties. Any warranty found to be false shall constitute a material breach of this Contract and serve as grounds for termination of this Contract:

### 1.5.1 Compliance with Federal Procedures

- The Contractor shall comply with 45 C.F.R. 303.109 regarding monitoring, evaluating, and reporting data.
- The Contractor is conducting and shall continue to conduct its Shared Parenting Program in an effective and efficient manner.
- The Contractor shall comply with federal evaluation, reporting, and data collection requirements.
- The Contractor's Shared Parenting Program contains safeguards to ensure the safety of parents and children.

### 1.5.2 The Contractor's Ability and Experience

The Contractor warrants that it, including its subcontractors, is an existing provider of the services and deliverables contemplated by this Contract and that the Contractor has the skills, qualifications, expertise, financial resources, and experience necessary to perform the responsibilities of this Contract

in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and has performed similar services for other public or private entities in the past two years.

#### 1.5.3 The Contractor Understands OAG's Needs

The Contractor warrants that, during the grant application process, it has had the opportunity to review and fully understand the Access and Visitation Grant program and understand the OAG's objectives in entering into this Contract. Based on such review and understanding, the Contractor currently has the capability to satisfy the terms and conditions of this Contract.

#### 1.5.4 The Contractor Is Authorized to Execute This Contract

The Contractor warrants that it has been duly authorized to execute this Contract and perform the responsibilities herein and that no approval, authorization, or consent of any governmental or regulatory agency is required to be obtained in order for the Contractor to enter into this Contract and perform its obligations hereunder. Further, the Contractor assures the OAG that it has obtained all licenses, certifications, permits, and authorizations necessary to perform the responsibilities of this Contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of the Contractor's business or operations. The Contractor shall maintain all required certifications, licenses, permits, and authorizations during the term of this Contract.

#### 1.5.5 Efficiency and Cost-Effectiveness

The Contractor warrants that it shall use its best efforts to perform the responsibilities of this Contract in the most efficient and cost-effective manner practicable, consistent with the required level of quality.

### **SECTION 1.6 CONTRACTOR'S AFFIRMATIONS AND CERTIFICATIONS**

The Contractor shall comply with Section 11 of the Shared Parenting Grant Application. The Contractor affirms the following statements are true. Any statement found to be false shall constitute a material breach of this Contract and serve as grounds for termination of this Contract:

- The Contractor has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract;
- The Contractor shall comply with all applicable certifications required by federal law and, upon execution of this Contract, shall sign all applicable certifications, attached and referenced in Section 9.8.1.

### **SECTION 1.7 CONSTRUCTION OF THIS CONTRACT**

#### 1.7.1 Global Drafting Conventions

The terms "include," "includes," and "including" are terms of inclusion and, where used in this Contract, are deemed to be followed by the words "without limitation."

Unless explicitly stated otherwise, any references to "Sections," "Articles," "Exhibits," or "Attachments" are deemed to be references to the Sections, Articles, Exhibits, and Attachments to this Contract.

### 1.7.2 Contract Headings

The Article and Section headings in this Contract are for reference and convenience only and may not be considered in the interpretation of this Contract.

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## **ARTICLE 2 TERM OF THIS CONTRACT**

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### **SECTION 2.1 CONTRACT START**

This Contract shall commence on September 1, 2010.

### **SECTION 2.2 CONTRACT END AND EXTENSION**

Contract shall automatically expire on August 31, 2011. Based on satisfactory performance by the Contractor and compliance with all terms and conditions of this Contract, the OAG, at its discretion, may extend the expiration date of this Contract to any date up to August 31, 2012. No commitment of funds is permitted prior to the first day or subsequent to the last day of the term of this Contract.

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## **ARTICLE 3 SCOPE OF WORK AND PARTY RESPONSIBILITIES**

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### **SECTION 3.1 DUTIES OF CONTRACTOR**

The Contractor shall provide direct services to its clientele in the manner prescribed hereunder and in accordance with its Shared Parenting Grant Application. The Contractor's Shared Parenting Program must include one or more of the following services, as required by 42 U.S.C. §669b(a):

- alternative dispute resolution (other than mediation);
- mediation (both voluntary and mandatory);
- counseling, including crisis intervention; reunification; therapeutic supervision, parental alienation, cooperative parenting, parent-child therapy, or other family related therapy;
- education (multi-media, community outreach, classroom, etc.), including but not limited to, cooperative parenting classes, or other education materials presented to increase participants' knowledge for effective, positive parenting of children and youth, coping with divorce/separation issues, and never married issues;
- reduction of conflict between parents;
- development and interpretation of parenting plans and their practical, day-to-day implications;
- visitation enforcement (including monitoring, supervision, litigation, and neutral drop-off and pick-up); and
- development of guidelines for visitation and alternative custody arrangements.

The Contractor shall provide the specific services detailed in Section 3.2, Scope of Work and in Attachment B, Performance Indicator Report.

### **SECTION 3.2 SCOPE OF WORK**

The following summary sets forth the services to be provided by the Contractor pursuant to this contract:

### 3.2.1 Services to Be Provided by Contractor

- Contractor shall provide the following services:
  - IV-D court education
  - Fragile family seminars
  - In-house counseling for parents
  - Cooperative parenting seminars
  - Alternative dispute resolution services (ADR)
  - Legal screening of orders for eligibility for visitation enforcement services after completing parent education and ADR services through an Access Facilitator;
  - Friend of the court services for visitation enforcement, if parent education, alternative dispute resolution, and pretrial conferences do not resolve visitation issues
- Contractor shall provide staff for the dispute resolution services that meet the following minimum qualifications:
  - Completion of dispute resolution training
  - Completion of advanced family law mediation training
  - One (1) year experience conducting family law mediation/negotiation
- Contractor shall provide staff for the parent counseling services that meet the minimum qualifications to be licensed as a counselor of social work or other family therapist in Texas.

### 3.2.1. Quality of Performance

The OAG expects the Contractor's performance under this Contract to continuously meet or exceed performance criteria over the term of this Contract. It is the intent of the OAG to establish a good working relationship with the Contractor and make a good faith effort to resolve problems identified by either the OAG or the Contractor. Identification of problems by either the OAG or the Contractor shall be sufficiently detailed to enable the Parties to make prompt decisions as to the best method for resolving the problem and continuing within the established time frames for performance under this Contract.

### 3.2.2 Contractor's Performance Measures

Satisfactory performance by the Contractor under this Contract shall be measured by adherence to:

- adherence to each of the provisions of this Contract, including the latest amendments or budget adjustments;
- grant guidelines for reimbursement of invoices in Sections 4.2 and 4.3;
- the Scope of Work Section 3.2 delivered to the OAG's satisfaction; and
- the performance indicators, in accordance with this Contract.

An addition or deletion of a service(s), as described in 3.1., Duties of Contractor, and 3.2, Scope of Work, requires an amendment to this Contract and a Performance Indicator Adjustment. The



OAG may adjust service levels of existing performance measures/indicators for the Contractor through a Performance Indicator Adjustment.

### 3.2.3 OAG Monitoring and Acceptance

The OAG shall notify the Contractor in writing of any deficiencies in the Contractor's performance. The Contractor shall, within five (5) business days of receipt of the notice of a deficiency, provide the OAG with a detailed written plan ("Corrective Action Plan") to correct or resolve the deficiency. The Corrective Action Plan must provide a detailed explanation of the reasons for the cited deficiency, the Contractor's assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency. The Corrective Action Plan is subject to approval of the OAG, which approval shall not unreasonably be withheld. The OAG may offer a solution to the deficiency in its notice of deficiency. If the OAG does recommend a solution and the Contractor does not incorporate this recommendation in its Corrective Action Plan, it must state why in the Corrective Action Plan.

If the Parties are unable to agree upon a Corrective Action Plan, the OAG may escalate the issue to the Contractor's executive management and OAG executive management. The OAG executive management or representatives and the Contractor's executive management shall agree to a Corrective Action Plan.

For purposes of this Contract, a deficiency includes a specific action of the Contractor that:

- violates a provision of this Contract or a provision of the regulations and rules listed in Table 3 in Section 4.2;
- fails to meet an agreed performance indicator; or
- represents a failure of the Contractor to be reasonably responsive to a reasonable request of the OAG for information, assistance, or support within the timeframe specified by the OAG.

### 3.2.4 No Suspension of Contract

Notwithstanding the submission and acceptance of a Corrective Action Plan, the Contractor remains responsible for achieving all required performance indicators. The acceptance of a Corrective Action Plan shall not excuse prior failure to meet performance indicators, relieve the Contractor of its duty to comply with performance indicators, or prohibit the OAG from pursuing other appropriate remedies for continued substandard performance. If the Contractor is aware that a problem exists and fails to report the problem to the OAG, the Contractor continues to be responsible for meeting the program objectives and performance indicators established in this Contract. Under these circumstances, the OAG shall not be liable for any detrimental consequences to the Contractor.

### 3.2.5 OAG's Remedies

The OAG, at its own discretion, may impose one or more of the following remedies for each deficiency and shall determine the scope and severity of the remedy on a case-by-case basis:

- Conduct accelerated monitoring of the Contractor. Accelerated monitoring means more frequent or more extensive monitoring shall be performed by the OAG than would routinely be accomplished;
- Require additional, more detailed, financial and/or programmatic reports be submitted by the Contractor in accordance with this Contract;

- Require the Contractor to obtain additional technical or management assistance and/or make modifications in business practices;
- Modify this Contract to reduce the amount of services or deliverables provided by the Contractor, with a corresponding adjustment to the Contract amount and budget, and instead seek another contractor to perform those removed services or deliverables; or
- Terminate or decline to extend this Contract.

### **SECTION 3.3 DUTIES OF OAG**

The OAG shall reimburse the Contractor for Contractor's Contract-associated costs, as permitted by and to the extent limited by this Contract. The OAG shall also provide:

- project oversight and coordination through technical assistance and provision of resources, as necessary;
- assistance to the Contractor's staff to ensure compliance with federal and state grant guidelines;
- an OAG liaison for programmatic reports and compliance for direct services, as well as programmatic questions;
- best practices guidance in the provision of shared parenting services to Texas families;
- public information regarding other grantees' services; and
- compilation and maintenance of statistics necessary for the federal annual report.

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## **ARTICLE 4 FINANCIAL MATTERS**

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### **SECTION 4.1 THE OAG'S MAXIMUM LIABILITY**

Under no event shall this Contract exceed \$55,856.00, unless amended pursuant to Article 7.

### **SECTION 4.2 PAYMENT STRUCTURE**

This Section is the controlling budget for this Contract. Prior written approval from the OAG is required if the Contractor anticipates the movement of any funds from a funded budget category to an unfunded budget category; or moving more than ten percent (10%) of the fiscal year budget from one funded budget category to another. Such written approval shall be provided by Controlled Correspondence. Any change to the total amount of this Contract, stated in Section 4.1, requires a proper amendment to this Contract.

The initial term for this Contract may be extended, by the OAG, from 12 months to 24 months, if the Contractor meets the requirements of this Contract, as determined by the OAG, and if sufficient funds are available. If the Contract is extended to beyond 12 months, funds shall be allocated by Fiscal Year. Table 1, below, identifies the budget categories and amounts for the initial term of this Contract. Table 2, below, provides estimates of the budget categories and amounts should this Contract be extended beyond its initial term. If these initial estimates should change at the time the Contract is extended, Table 2 will be amended to reflect the agreed upon changes.

4.2.1 Table 1. Fiscal Year 2011: September 1, 2010 through August 31, 2011 (See Attachment C for Detailed Program Budget)

Category	Amount
Salary	\$53,706
Fringe	0
Training and In-State Travel	800
Supplies	1,350
Contractual	0
Other	0
<b>Total</b>	<b>\$55,856</b>

4.2.2 Table 2. Fiscal Year 2012: September 1, 2011 through August 31, 2012 (See Attachment C for Detailed Program Budget)

Category	Amount
Salary	\$53,706
Fringe	0
Training and In-State Travel	800
Supplies	1,350
Contractual	0
Other	0
<b>Total</b>	<b>\$55,856</b>

4.2.3 Reimbursable Costs

The OAG shall only reimburse Costs Incurred by the Contractor during the term of this Contract. The OAG shall only reimburse the Contractor for employee costs that are directly related to performing the responsibilities of this Contract. For all costs submitted for reimbursement by the OAG, the Contractor must comply with the directives of the Access and Visitation Grant award to Texas, the CFDA No. 93.597, and the guidelines identified in Table 3, below.

Table 3. Reimbursement Regulations and Rules

<b>Statutory Requirements</b>	<b>Cost Principles</b>	<b>Administrative Requirements</b>	<b>Audit Requirements</b>
42 U.S.C.A. §669b	OMB A-21; A-87; A-122; 45 C.F.R. part 74	OMB A-110; 45 C.F.R. part 92	OMB A-133; 45 C.F.R. part 74
Texas Government Code Chapter 783	Uniform Grant Management Standards (UGMS)	UGMS	Texas State Single Audit Circular

The OAG shall only reimburse the Contractor for the following cost categories and only if the Costs Incurred are reasonable and necessary:

#### 4.2.3.1 SALARIES

The OAG shall reimburse the direct Salary costs for the Contractor's employees, to the extent those employees perform work under this Contract.

#### 4.2.3.2 FRINGE BENEFITS

The OAG shall reimburse fringe benefits of the Contractor's employees to the extent those employees perform work under this Contract and only if the Contractor provides the same benefits to its employees not performing work under this Contract.

#### 4.2.3.3 TRAINING

The OAG shall only reimburse the Contractor for training costs if, prior to any cost being incurred, the Contractor has requested approval for the training and the OAG has approved the proposed training in writing.

#### 4.2.3.4 TRAVEL EXPENSES

The OAG shall only reimburse the Contractor for employee travel, lodging, transportation, meals, or any other such travel-related cost if, prior to any cost being incurred, the Contractor has requested approval for the travel and the OAG has approved the proposed travel in writing. The OAG shall only reimburse the Contractor for approved travel within the State of Texas. The OAG will reimburse Contractor subject to the rates specified for travel by its own classified employees, for the expenses approved by the OAG that are allowable for reimbursement per the State Comptroller's rules defined on TexTravel except as may otherwise be provided in this paragraph. Any claim for such travel reimbursement by Contractor shall include adequate supporting documentation as prescribed in the State Comptroller's rules defined on TexTravel. Airfare (if travel by air was approved in advance by OAG) will be reimbursed at the actual cost of the airfare; not to exceed the cost of the lowest priced airfare available. Under no circumstances will the OAG reimburse Contractor for first class airfare.

In addition to the invoicing requirements of Section 4.3, the Contractor shall submit to the OAG, within twenty (20) days after the end of the month in which the approved travel expenses were incurred, a copy of the OAG's approval of the travel, receipts for all travel

expenses identified on the invoice, and any other information and documentation requested by the OAG.

#### 4.2.3.5 SUPPLIES

Supplies are expenditures for consumable goods and do not include copying, printing, telephone, or utilities. Supplies (office or program supplies) costing over \$50 each require advance OAG approval.

#### 4.2.3.6 CONTRACTUAL EXPENSES

In the event that the Contractor determines that it is necessary or expedient to subcontract for any of the performances specified herein, the OAG shall reimburse the Contractor for the costs needed to perform the responsibilities of this Contract, as long as the subcontract is entered into pursuant to Section 5.5.

#### 4.2.3.7 OTHER DIRECT OPERATING EXPENSES

The OAG may reimburse the Contractor for other expenses not identified in Sections 4.2.3.1 through 4.2.3.6 if the expenses are permitted by federal and state laws and regulations and if the Contractor has received OAG written approval prior to incurring the expenses. Such other expenses which the OAG may consider providing such written approval for include, but are not limited to:

- **COPYING AND PRINTING**  
The OAG shall reimburse the Contractor for the costs of printing needed to perform the responsibilities of this Contract. Copying expenses incurred by the Contractor for copying existing material do not require prior approval from the OAG and do not need to include the statements required Section 9.2.4. However, if the Contractor develops and/or produces materials for which it intends to request reimbursement from the OAG under this Contract, the Contractor must submit the material to the OAG for prior approval prior to producing, printing, or distributing the material and the Contractor must insert the language required by Section 9.2.4. Additionally, the Contractor is solely responsible for complying with all copyright laws for any existing material it copies.
- **POSTAGE**  
The OAG shall reimburse the Contractor for postage costs incurred in the performance of this Contract.
- **TELEPHONE**  
The OAG shall reimburse the Contractor for local and long-distance telephone calls only if the Contractor has a cost allocation plan or another method that accurately distinguishes telephone expenses related to this Contract from those telephone expenses not related to this Contract.

#### 4.2.3 No Additional Expenses

The Contractor further agrees that:

- The stated costs for the Contractor's performance of its responsibilities under this Contract represent the only costs that can be reimbursed by the OAG;
- No other costs for tasks, functions, or activities that are incidental or ancillary to the performance of the Contractor's responsibilities under this Contract shall be sought from the OAG, nor shall the failure of the OAG to pay for such incidental or ancillary services and deliverables entitle the Contractor to cease performing its responsibilities due under this Contract; and
- The Contractor shall not be entitled to reimbursement for any task required by this Contract unless and until it has been performed and/or delivered to the OAG in accordance with the terms of this Contract and no partial or progress payments shall be made except as mutually agreed upon by the Parties.

### **SECTION 4.3 INVOICING AND PAYMENT INFORMATION**

The OAG shall reimburse the Contractor for costs under this Contract that are identified in properly submitted invoices, pursuant to this Section, and limited by the total value of this Contract identified in Section 4.1.

#### **4.3.1 Submitting Invoices**

The Contractor shall use the invoice form and supporting documentation, provided by the OAG for invoicing costs under this Contract. Electronic or facsimile invoice submissions shall not be accepted. The Contractor shall only submit invoices for costs that are permitted by this Contract.

The Contractor shall include on each invoice the following information:

- the OAG Contract Number;
- a description of each cost and its dollar amount;
- the date each cost was incurred;
- the Contractor's name;
- the Contractor's Tax Identification Number or Social Security Number, as applicable;
- the Contractor's address; and
- the telephone number for the Contractor's Contract Manager.

In addition the Contractor must complete and submit the following forms with each invoice, in a format provided by the OAG, regardless of whether or not costs have been incurred within the period covered by the applicable report:

- Performance Indicator Report;
- Financial Status Report (FSR) form;
- Provider Worksheet;
- Salary Match Detail Report (including hours);
- Time sheet for each employee paid in whole or part by the grant or used as match for the grant; and
- Employee Monthly Grant Activity Report for each employee paid in whole or part by the grant or used as match for the grant.

The Contractor shall submit any additional documentation or explanation the OAG requests to support or document the information on any invoice within the timeframe designated by the OAG in its request.

The Contractor shall address and mail all invoices to:

Office of the Attorney General  
Accounting Division - Mail Code 003  
P.O. Box 12548  
Austin, TX 78711-2548

#### 4.3.2 Frequency

The Contractor shall submit original invoices by mail or in person within twenty (20) calendar days of the end of the calendar month in which the costs are incurred.

#### 4.3.3 Final Invoice Requirements

Within twenty (20) calendar days of the end of the final month of the Contract term, the Contractor shall submit a final, close-out invoice. This final, close-out invoice must be labeled "Final Invoice" and must include all expenditures and costs incurred, not previously included on an invoice, for which the Contractor expects to receive reimbursement under this Contract.

#### 4.3.4 OAG Adjustments to Final Invoice Amount

The OAG shall complete its review of all invoices and reports submitted and/or required by this Contract and adjust the final invoice amount based on any remedies or refunds assessed.

#### 4.3.5 Time and Manner of Reimbursement by the OAG

In accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code, the OAG shall reimburse the Contractor for eligible costs identified on a properly prepared original invoice submitted to the OAG pursuant to SECTION 4.3 of this Contract. The OAG shall notify the Contractor of any errors in an invoice submitted no later than the 21st day after the date the OAG receives the invoice. Payment by the OAG under this Contract does not foreclose the OAG's right to recover payments determined to be ineligible, pursuant to Section 4.3.7.

#### 4.3.6 Disputed Invoices

If the OAG disputes payment of all or any portion of an invoice from the Contractor, the OAG shall notify the Contractor of such dispute and both Parties shall attempt, in good faith, to resolve the dispute. The OAG shall not be required to pay any disputed portion of the Contractor's invoice before the dispute is resolved. Notwithstanding any such dispute, the Contractor must continue to perform its responsibilities under this Contract, pending resolution of such dispute so long as the OAG requests the continued performance and continues to pay all undisputed amounts to the Contractor.

If the invoice dispute is resolved in favor of the Contractor, the OAG shall pay the unpaid balance of the invoice in compliance with the Prompt Payment Act, as applicable. If the dispute is resolved in favor of the OAG, the Contractor shall submit a corrected invoice within twenty (20) days of resolution and the OAG shall pay the invoice in accordance with the Prompt Payment Act.

#### 4.3.7 Refunds

If the OAG determines that it has overpaid the Contractor under this Contract, the Contractor shall refund that amount of OAG reimbursement identified by the OAG as an overpayment. The

OAG may offset and deduct the amount of the overpayment from any amount owing, as a reimbursement, but unpaid to the Contractor. The Contractor shall refund any overpayment to the OAG within thirty (30) calendar days of receipt of the notice of the overpayment from the OAG.

If any reimbursement, or a portion of a reimbursement, is disallowed as a result of an audit finding that the Contractor failed to follow federal requirements for the Access and Visitation Grant, then the Contractor agrees that the OAG may recoup the disallowed amount from funds payable under this Contract, to the extent the disallowed amount was incurred by the OAG. Such recoupment would occur at the end of the audit protocol contained in OMB Circular A-133. If an audit identifies a disallowed amount after the expiration date of this Contract, the OAG shall send the Contractor notice of the audit results and specifically identify the amount that must be refunded by the Contractor. The Contractor shall refund the disallowed amount to the OAG within thirty (30) calendar days of receipt of the notice of the disallowed amount from the OAG.

The obligations of the OAG and the Contractor in this Refunds Section shall survive this Contract, pursuant to Section 8.5.

#### **SECTION 4.4    AUDIT REQUIREMENTS**

The Contractor shall maintain adequate financial records for all work related to this Contract, as directed by 45 C.F.R. Part 92 Subpart C, "Financial Administration", and Sections 92.30 ("Changes"), 92.40 ("Monitoring and reporting program performance"), 92.41 ("Financial reporting"), and 92.42 ("Retention and access requirements for records"), and make such records available for audit. The Contractor also shall maintain such records as are deemed necessary by the OAG to assure proper accounting for all costs, including expenditure of incentive monies, if applicable. All of the records specified in this Section must be retained as subsequently specified in this Section.

The Contractor understands that acceptance of funds under this Contract acts as acceptance of the authority of the Auditing Entities, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the Auditing Entities in the conduct of the audit or investigation, including providing all records requested. All records, books, documents, accounting procedures, practices or any other items relevant to the performance of this Contract shall be subject to examination, audit, and reproduction in accordance with all applicable state and federal laws, rules, regulations, or directives, by the Auditing Entities. The Contractor shall direct that any subcontractor with whom it has established a contractual relationship to discharge the Contractor's obligations under this Contract to likewise permit the Auditing Entities to have rights of access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this Contract. The Contractor shall reimburse the State of Texas for all costs associated with enforcing this provision.

The Contractor shall maintain and retain for a period of three (3) years from the date the OAG receives the final, close-out invoice from Contractor such records as are necessary to fully disclose the extent of services provided under this Contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records which may show the basis of the allowable cost charges made. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

In order to comply with the monitoring and auditing requirements governing this Contract, the Contractor is considered a subrecipient of federal pass-through funds under the CFDA No. 93.597. All accounting



records should identify the source of the funds received by the Contractor under this Contract as Access and Visitation Grant funds passed through from the OAG.

The Contractor shall provide the OAG with an audit completed by an independent auditor. The type of audit will be determined in accordance with OMB Circular A-133. A copy of the entire auditor's report and management letter shall be provided to the OAG within sixty (60) days of the completion of the audit.

If funds are disallowed as a result of an audit finding contained in an audit (by an Auditing Entity) that the Contractor has failed to follow federal requirements for the Access and Visitation Grant program, then the Contractor agrees that the OAG may recoup the loss from the funds payable under this Contract to the extent of the loss incurred by the OAG. Such recoupment would occur at the end of the audit protocol contained in OMB Circular A-133.

## **SECTION 4.5 FINANCIAL TERMS**

### **4.5.1 Reimbursement Limitations**

The grant funds provided by the OAG to the Contractor under this Contract may only be used to pay for ninety percent (90%) of the total cost of the Contractor's Shared Parenting Program. The remaining ten percent (10%) must be from non-federal sources, either state or local funds and/or in-kind services. The Contractor's ten percent (10%) match shall only come from funds not already committed as matching funds on another grant. If the Contractor wishes to change its funding for the ten percent (10%) match from the funding identified in Attachment C, it shall first obtain the written approval of the OAG. The Contractor shall report its matching contribution in the Shared Parenting Detailed Program Budget and in the monthly Financial Status Report ("FSR"), for which the OAG shall provide the Contractor with a template. The Contractor shall comply with the provisions of 45 C.F.R. §92.24 in calculating matching funds.

#### **4.5.1.1 NO SUPPLANTING OR REDUCING OTHER FINANCIAL SUPPORT**

Funding from this Contract shall not be used to supplant or reduce financial support that the Contractor receives from other sources. For purposes of this Contract, this means the Contractor may not reduce its current funding, but must use the funds from this Contract to expand or enhance its current level of service.

#### **4.5.1.2 THE CONTRACTOR ASSUMES THE RISK**

The Contractor understands and expressly assumes all risks associated with performing its responsibilities under this Contract, including the failure, termination, or suspension of funding to the OAG, delays or denials of required approvals, and cost overruns not reasonably attributable to the OAG. To the extent funding or required approvals are not provided, the Contractor shall not be further obligated to perform the responsibilities of this Contract for which the OAG is unable to provide acceptable assurances of available funding.

#### **4.5.1.3 OAG SUSPENSION OF REIMBURSEMENTS**

The OAG may deny or suspend reimbursement:

- For any invoice submitted more than ninety (90) days from the end of the month in which the cost was incurred;

- For failure to provide requested performance reports, financial compliance monitoring reports, data collection, information, and/or supporting documentation;
- For failure to submit independent audit reports, as required by this Contract and the applicable OMB circulars or other applicable law;
- If program requirements are not timely met, as specified in this Contract
- If prior approval is not obtained for any cost that requires prior approval; and
- If the eligibility of the Contractor to receive funding is in dispute, until such dispute is resolved to the OAG's satisfaction.

#### 4.5.2 Method of Purchase and Vesting of Ownership

All goods or services purchased pursuant to this Contract shall be purchased using an outright purchase. Upon installation, acceptance, and payment, the State of Texas shall receive title to any personal property delivered, except as otherwise agreed to in this Contract.

#### 4.5.3 Buy Texas

The Contractor shall purchase products, materials, and services produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside the state.

#### 4.5.4 Liability For and Payment of Taxes

The Contractor shall pay all taxes resulting from this Contract, including any federal, state, or local income, sales, excise, or property taxes. The OAG is exempt from the payment of sales, excise, and use taxes, taxes on property owned by the OAG, and taxes on tangible personal property subject to a lease-purchase agreement. The OAG shall not be liable to reimburse the Contractor for the payment of such taxes incurred by the Contractor in acquiring any goods or services as a part of any work called for in this Contract and the Contractor's invoice shall not include any amount for such taxes. The OAG shall furnish to the Contractor, upon request, suitable documentation of the OAG's exemption from such taxes on goods and services procured on behalf of the OAG.

#### 4.5.5 Provision of Funding by United States

It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the continued funding of the Access and Visitation Grant by United States Department of Health and Human Services (DHHS). The OAG shall use all reasonable efforts to cooperate with DHHS to ensure that such funds continue to be available. The Parties agree that if future levels of the Access and Visitation Grant funding should lapse, terminate, or become insufficient to continue the activities associated with the Access and Visitation Grant, the OAG, in its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG shall not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to Contractor of any such termination. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the Contractor has completed, delivered to the OAG, and which

has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

#### 4.5.6 Antitrust

The Contractor hereby assigns to the OAG any and all claims for overcharges associated with this Contract under the anti-trust laws of the United States, 15 USCA §1, *et seq.* (1973), and the antitrust laws of the State of Texas, Texas Business & Commerce Code §15.01, *et seq.* (1957).

#### 4.5.7 No Debt Against the State

This Contract shall not be construed as creating any debt by or on behalf of the State of Texas.

### **SECTION 4.6 MANAGEMENT'S FINANCIAL RESPONSIBILITIES**

The Contractor and, if applicable, its governing board, shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. Such management shall include accountability for all funds and materials received from the OAG; compliance with all terms and conditions of this Contract and with all applicable federal and state laws, regulations, and rules; and correction of fiscal and programmatic deficiencies identified through self-evaluation and/or the OAG's monitoring process. Ignorance of any Contract provisions or other requirements contained or referenced in this Contract shall not constitute a defense. Furthermore, the Contractor and, if applicable, its governing board, shall ensure separation of powers, duties, and functions in fiscal and programmatic management operations. To ensure proper separation of powers and duties, for the purposes of fiscal reporting and accountability underlying the preparation of invoices and supporting documentation, the individual responsible shall be a paid employee, not a board member or volunteer. If compliance with the above requirements is neither efficient nor in the best interest of administration of this Contract, the Contractor may seek written approval for alternate operating methods from the OAG. If the OAG approves an alternate operating method, it shall do so either through Controlled Correspondence or an amendment to this Contract, whichever is appropriate pursuant to the terms of this Contract.

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## **ARTICLE 5 CONTRACT MANAGEMENT**

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### **SECTION 5.1 CONTROLLED CORRESPONDENCE**

In order to track and document requests for decisions and/or information pertaining to this Contract, and the subsequent response to those requests, the OAG and the Contractor shall use Controlled Correspondence. The OAG shall manage the Controlled Correspondence for this Contract. For each Controlled Correspondence document, the OAG shall assign a tracking number and the document shall be signed by the appropriate Party's Contract Manager. The Controlled Correspondence process may be used to document refinements and interpretations of the provisions of this Contract. Controlled Correspondence may also be used to document the cost impacts of proposed changes. However, Controlled Correspondence shall not be used to change pricing or alter the terms of this Contract. Controlled Correspondence shall not be the basis of a claim for equitable adjustment of pricing. Any changes that involve the pricing or the terms of this Contract must be by a Contract amendment. Controlled Correspondence documents shall be maintained by both Parties in on-going logs and shall become part of the normal status reporting process.

## **SECTION 5.2 NOTICES AND LIAISONS**

### **5.2.1 Written Notices Delivery**

Any notice required or permitted to be given under this Contract by one Party to the other Party shall be in writing and shall be addressed to the receiving Party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt, if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at the address hereinafter specified.

### **5.2.2 Notice to the Contractor**

The address of the Contractor for all purposes under this Contract and for all notices hereunder shall be:

Jim Fashing, Interim Executive Director  
El Paso County Domestic Relations Office  
500 E. San Antonio, Rm. LL-108  
El Paso, Texas 79901

### **5.2.3 Notice to the OAG**

The address of the OAG for all purposes under this Contract and for all notices hereunder shall be:

Anita Stuckey (or her successor in office)  
Contract Manager, Family Initiatives, Child Support Division  
Office of the Attorney General  
P. O. Box 12017, MC-039  
Austin, Texas 78711-2017

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

Joseph Fiore (or his successor in office)  
Managing Attorney, Contracts Attorneys, Child Support Division  
Office of the Attorney General  
P. O. Box 12017  
Austin, Texas 78711-2017

## **SECTION 5.3 CONTRACT MANAGERS**

### **5.3.1 The OAG Contract Manager**

The OAG Contract Manager for this Contract shall be Anita Stuckey. Changes to the OAG Contract Manager shall thereafter be documented by Controlled Correspondence. The OAG Contract Manager has the authority to:

- sign Controlled Correspondence
- serve as the day-to-day point of contact
- coordinate quality control reviews

- approve invoices
- coordinate meetings with the Contractor
- investigate complaints

The OAG Contract Manager shall have no authority to agree to any:

- Contract amendment
- pricing change

### 5.3.2 The Contractor's Contract Manager

The Contractor's Contract Manager is Jim Fashing. Changes to the Contractor's Contract Manager shall hereafter be documented by Controlled Correspondence. The Contractor's Contract Manager has the authority to:

- make decisions regarding the deliverables required by this Contract
- sign Controlled Correspondence
- serve as the day-to-day point of contact
- coordinate quality control reviews
- coordinate meetings with the OAG
- investigate complaints

## **SECTION 5.4 REPORTING**

The Contractor shall submit to the OAG all required financial, program, progress, data collection, and other reports as requested by the OAG, in the form and manner prescribed by the OAG, by the time requested by the OAG, regardless of whether or not costs have been incurred within the period covered by the applicable report. The Contractor shall submit monthly reports with its invoice according to the procedures outlined in Section 4.3. Reports the OAG requires Contractor to complete are listed in Section 4.3.1, but the OAG reserves the right to require additional or alternate reports at any time.

## **SECTION 5.5 SUBCONTRACTING APPROVAL REQUIRED**

It is contemplated by the Parties that the Contractor shall perform the responsibilities of this Contract substantially with its own resources and through the services of its own staff. In the event that the Contractor should determine that it is necessary or expedient to subcontract for any of the performances specified herein, the Contractor shall first transmit to the OAG a true copy of the subcontract the Contractor proposes to execute with a subcontractor and obtain the OAG's written approval for subcontracting the subject performances in advance of executing the subcontract. The Contractor, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any subcontractor(s) of the Contractor. In no event shall this provision relieve the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this Contract.

## **SECTION 5.6 NO ASSIGNMENT BY CONTRACTOR**

The Contractor shall not assign its rights under this Contract or delegate the performance of its duties under this Contract without prior written approval from the OAG.

## **SECTION 5.7 REPORTING FRAUD, WASTE OR ABUSE**

The Contractor must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities:

- the Contract Manager;
- the Deputy Director for Contract Operations, Child Support Division;
- the Director, Child Support Division;
- the Deputy Director, Child Support Division;
- the OAG Ethics Advisor;
- the OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (866-552-7937) or the FWAPP E-mailbox (FWAPP@oag.state.tx.us);
- the State Auditor's Office hotline for fraud (1-800-892-8348).

The report of suspected misconduct shall include (if known):

- the specific suspected misconduct;
- the names of the individual(s)/entity(ies) involved;
- the date(s)/location(s) of the alleged activity(ies);
- the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
- any documents which tend to support the allegations.

The words fraud, waste or abuse as used in this Section have the following meanings:

- Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.
- Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
- Abuse is the misuse of one's position, title or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

## **SECTION 5.8 DISPUTE RESOLUTION PROCESS FOR CONTRACTOR BREACH OF CONTRACT CLAIM**

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the OAG and the Contractor to attempt to resolve any claim for breach of contract made by the Contractor:

### **5.8.1 Written Notice**

Any claim by the Contractor for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the Contractor shall submit written notice, as required by subchapter B, to the Deputy Attorney General for Child

Support, Office of the Attorney General, P.O. Box 12017 (Mail Code 033), Austin, Texas 78711-2017. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the OAG and the Contractor otherwise entitled to notice under this Contract. Compliance by the Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.

#### 5.8.2 Exclusive Process

The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of Contract by the OAG, if the Parties are unable to resolve their disputes under this Section.

#### 5.8.3 Condition Precedent

Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the OAG nor any other conduct of any representative of the OAG relating to this Contract shall be considered a waiver of sovereign immunity to suit.

#### 5.8.4 OAG Rules

The submission, processing, and resolution of the Contractor's claim is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted, or subsequently amended.

#### 5.8.5 No Suspension of Performance

Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Contractor, in whole or in part.

### **SECTION 5.9 COOPERATION WITH THE OAG**

The Contractor must ensure that it cooperates with the OAG and other state or federal administrative agencies, at no charge to the OAG, for purposes relating to the administration of this Contract. The Contractor agrees to reasonably cooperate with and work with the OAG's contractors, subcontractors, and third Party representatives as requested by the OAG.

## **SECTION 5.10 CONFLICTS OF INTEREST**

### **5.10.1 Safeguard Against Conflicts**

The Contractor shall establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. The Contractor shall operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to the activities conducted under this Contract.

### **5.10.2 Disclosure Requirements**

The Contractor must disclose any existing or potential conflicts of interest relative to the performance requirements of this Contract and must comply with other disclosure requirements set out below, as applicable. Any relationship that might be perceived or represented as a conflict must be disclosed by the Contractor within fifteen (15) calendar days of its discovery by the Contractor. This disclosure requirement is a continuing obligation throughout the term of this Contract. By executing this Contract, the Contractor affirmed that it has neither given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, at any time during the procurement process or in connection with this Contract except as allowed under relevant state and federal law. In addition, it is the responsibility of the Contractor to request, in writing, a determination by the OAG when there is a question as to whether a conflict exists. The OAG reserves the right to make a final determination regarding conflicts of interest with respect to the Contractor's relationship with other Parties, whether individual or corporate, public or private, and the Contractor agrees to abide by the OAG's decision.

### **5.10.3 Violations**

A violation of the disclosure requirements applicable to this Contract may constitute grounds for the immediate termination of this Contract. Furthermore, such violation may be submitted to the appropriate state or federal entity for further action.

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## **ARTICLE 6 SECURITY AND CONFIDENTIALITY**

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### **SECTION 6.1 SECURITY AND CONFIDENTIALITY REQUIREMENTS**

The OAG shall not provide under this Contract any sensitive or confidential information to the Contractor. Any information the Contractor compiles, creates, or comes into contact with as a result of Contractor's duties under this Contract must be maintained and protected in accordance with any federal, state, or local laws and regulations that apply. The Contractor shall establish a method to secure the confidentiality of records, information relating to clients, and any other information that becomes known to the Contractor as a result of this Contract, in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting the OAG's right of access to recipient case records, or other information relating to clients served under this grant, as required by the federal grant application.



## **SECTION 6.2 CONTRACTOR'S ACCESS TO DATA AND OAG FACILITIES**

Contractor agrees that staff performing duties under this Contract shall not perform any work on, review, update or otherwise act to obtain information about a custodial or noncustodial parent's child support case file, unless otherwise agreed to in writing by the OAG Legal Counsel Division.

## **SECTION 6.3 SURVIVAL OF PROVISION**

The obligations of the Contractor under this Security and Confidentiality Article shall survive this Contract.

## **SECTION 6.4 INCLUSION IN ALL SUBCONTRACTS**

The requirements of this Security and Confidentiality Article shall be included in all subcontracts.

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## **ARTICLE 7 CONTRACT AMENDMENT**

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### **SECTION 7.1 AMENDMENTS MUST BE IN WRITING**

Any alterations, additions, or deletions in the terms and conditions of this Contract shall be by written amendment executed by both Parties. The Contractor shall not be entitled to payment for any additional services, work, or products that are not authorized by a properly executed Contract amendment.

### **SECTION 7.2 EXTENSION OF CONTRACT TERM**

If an amendment extends the Contract term, the amendment must include revisions to the budget in Sections 4.2.1 and 4.2.2, as necessary, to identify the budget for the extended period.

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## **ARTICLE 8 TERMINATION OF THE CONTRACT**

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### **SECTION 8.1 TERMINATION FOR CONVENIENCE OF THE STATE OF TEXAS**

The Parties agree that the OAG has the right to terminate this Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the Contractor, if the OAG determines that such termination is in the best interest of the state. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The OAG shall be liable for reimbursing only those expenses incurred by the Contractor that are permitted under this Contract and were incurred prior to the effective termination date. The OAG shall have no other liability including no liability for any costs associated with the termination.

### **SECTION 8.2 TERMINATION FOR CAUSE**

If the Contractor fails to perform its responsibilities in accordance with the provisions of this Contract, or fails to comply with any of the terms or conditions of this Contract, the OAG may, upon written notice of default to the Contractor, immediately terminate all or any part of this Contract. Termination is not an exclusive remedy, but shall be in addition to any other rights and remedies provided in equity, by law, or under this Contract.

Termination of this Contract by the OAG shall be a nonexclusive remedy for cause/default and shall be without prejudice to any other right or remedy of the OAG. The OAG may exercise any other right, remedy, or privilege that may be available to it under applicable law of the state and any other applicable

law or proceed by appropriate court action to enforce the provisions of this Contract, or to recover damages for the breach of any agreement being derived from this Contract. The exercise of any of the foregoing remedies shall not constitute a termination of this Contract unless the OAG notifies the Contractor in writing prior to the exercise of such remedy. The Contractor shall remain liable for all covenants and indemnities under the aforesaid agreement. The Contractor shall be liable for all legal fees, and other costs and expenses, including attorney's fees and court costs, incurred by the OAG with respect to the enforcement of any of the remedies listed herein.

### **SECTION 8.3     TERMINATION DUE TO CHANGES IN LAW**

If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either Party cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under this Contract.

### **SECTION 8.4     RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT**

In the event that this Contract is terminated for any reason, or upon its expiration, the OAG shall retain ownership of all associated work products and documentation with any order that results from or is associated with this Contract in whatever form that they exist.

### **SECTION 8.5     SURVIVAL OF TERMS**

Termination of this Contract for any reason shall not release the Parties from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

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## **ARTICLE 9     GENERAL TERMS AND CONDITIONS**

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### **SECTION 9.1     FEDERAL TERMS AND CONDITIONS**

#### **9.1.1     Compliance with Law and Conforming Amendments**

The Contractor must comply with all state and federal laws, rules, regulations, requirements, and guidelines applicable to the Contractor: (1) performing its obligations hereunder and to assure with respect to its performances hereunder that the OAG is carrying out the program of child support enforcement pursuant to Title IV, Part D of the federal Social Security Act of 1935 as amended; (2) providing services to the OAG as these laws, rules, regulations, requirements, and guidelines currently exist and as they are amended throughout the term of this Contract. The OAG reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for the parties' compliance with all applicable state and federal laws, rules, regulations, requirements and guidelines.

#### **9.1.2     Civil Rights**

The Contractor agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. The Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive

Order 11246 relating to Equal Employment Opportunity", and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor". Contractor shall ensure that all subcontracts comply with the above referenced provisions.

9.1.3 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00.

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this Contract that exceed \$100,000.

9.1.4 Records Retention

Contractor shall retain all financial records, supporting documents, statistical records, and any other records, documents, papers or books (collectively referred to as records) relating to the performances called for in this contract. Contractor shall retain all such records for a period of three (3) years from the date the OAG receives the final, close-out invoice from Contractor, or until the OAG or the United States are satisfied that all audit, claim, negotiation and litigation matters are resolved, whichever period is longer. Contractor shall grant access to all such records to the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States (or any of their duly authorized representatives) for the purposes of inspecting, auditing, or copying such records. The requirements of this provision shall be included in all subcontracts.

9.1.5 Environmental Protection in Contracts Exceeding \$100,000.00.

The Contractor shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The requirements of this provision shall be included in all subcontracts that exceed \$100,000.

9.1.6 Certain Disclosures Concerning Lobbying in Contracts Exceeding \$100,000.00.

The Contractor shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. The Contractor must have submitted, with its Shared Parenting Grant Application, an executed Certification Regarding Lobbying form, a copy of which is attached hereto as part of Attachment A. This certification certifies that the Contractor will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. It also certifies that the Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award by completing and submitting Standard Form LLL. The requirements of this provision shall be included in all subcontracts exceeding \$100,000.

#### 9.1.7 State and Local Lobbying

The Contractor shall not use funds provided under this Contract to lobby at the state or local level, in the State of Texas.

### **SECTION 9.2 GENERAL RESPONSIBILITIES**

#### 9.2.1 Independent Contractor

It is expressly understood and agreed by both Parties hereto that the Contractor, its officers, agents, employees, and subcontractors are independent contractors and not employees of the OAG. Any payments or other benefits accruing to the Contractor that may be similar to payments or benefits available to employees of the OAG have been determined by the OAG to be the method of contracting that involves the least expense to the State of Texas.

##### 9.2.1.1 BEHAVIORAL CONTROL

This Contract provides the Contractor with instructions regarding the work to be done but not specific instructions on how the work is to be done. The OAG may not provide the Contractor with any training in order for the Contractor to perform its responsibilities under this Contract, unless it is training specifically on OAG processes the Contractor needs to understand in order to perform its responsibilities. OAG has the option of providing limited training opportunities if deemed appropriate.

##### 9.2.1.2 FINANCIAL CONTROL

The Contractor has a significant investment in the work to be performed under this Contract. The Contractor shall only be paid for the work expressly specified in this Contract in amounts expressly specified in this Contract. All other business expenses shall not be reimbursed by the OAG. The Contractor takes the risk of experiencing a profit or loss under this Contract. The Contractor's employees and subcontractors must be paid exclusively by the Contractor for all services performed. The Contractor is responsible for and must comply with all requirements and obligations related to such employees under local, state, and federal law, including minimum wage, social security, unemployment insurance, state and federal income tax, and workers' compensation obligations.

##### 9.2.1.3 RELATIONSHIP OF THE PARTIES

The Contractor does not receive medical insurance, a pension, or paid leave as a result of this Contract. This Contract entirely governs the relationship of the Parties. Except as expressly provided in this Contract, neither the Contractor nor any of its employees, subcontractors, or agents may act, in any sense, as agents or representatives of the OAG or the State of Texas.

#### 9.2.2 No Implied Authority

Any authority delegated to the Contractor by the OAG is limited to the terms of this Contract. The Contractor may not rely upon implied authority and specifically is not delegated authority under this Contract to:

- Make public policy;

- Promulgate, amend, or disregard OAG Child Support program policy; or
- Unilaterally communicate or negotiate with any federal or state agency, the Texas Legislature, or Congress on behalf of the OAG. However, the Contractor is required to cooperate fully with the OAG in communications and negotiations with state and federal agencies, as directed by the OAG.

### 9.2.3 News Releases, Pronouncements, and Literature

The OAG does not endorse any contractor, vendor, commodity, or service. News releases and/or advertisements, publications, declarations and any other pronouncements pertaining to this transaction by the Contractor using any means or media must be approved in writing by the OAG prior to public dissemination. The Contractor shall place, in any literature describing the services covered under this Contract, notices acknowledging the funding provided by the OAG and DHHS to the Contractor. Such notice shall also be placed in the Contractor's annual reports. The Contractor shall supply the OAG with a copy of any literature, curricula, or multi-media items, such as CDs or DVDs. The Contractor is not required to place such notice in reports that are solely statistical in nature.

### 9.2.4 Force Majeure

#### 9.2.6.1

The OAG shall not be responsible for performance of the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the OAG.

#### 9.2.6.2

The Contractor shall not be liable to the OAG for non-performance or delay in performance of a requirement under this Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of the Contractor, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

#### 9.2.6.3

In the event of an occurrence under Section 9.2.6.2, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the OAG Contract Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

## **SECTION 9.3 SPECIAL TERMS AND CONDITIONS**

### **9.3.1 Permits**

The Contractor shall be responsible, at the Contractor's expense, for obtaining any and all permits or licenses required by city, county, state, or federal rules, regulations, law, or codes.

### **9.3.2 Offshoring**

The Contractor shall not transfer funds received under this Contract to offshore accounts. All work to be performed under this Contract shall be performed within the United States of America and its territories.

## **SECTION 9.4 NON-WAIVER OF RIGHTS**

Failure of a Party to require performance by another Party under this Contract shall not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of this Contract shall not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

## **SECTION 9.5 NO WAIVER OF SOVEREIGN IMMUNITY**

THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE OAG OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE OAG OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

## **SECTION 9.6 SEVERABILITY**

If any provision of this Contract is construed to be illegal or invalid, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the Contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

## **SECTION 9.7 APPLICABLE LAW AND VENUE**

The Contractor agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. The Contractor also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by Contractor concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Contract shall be brought in a court of competent jurisdiction in El Paso County. The Contractor further agrees that all payments shall be due and payable in Travis County, Texas.

## **SECTION 9.8 ENTIRE AGREEMENT**

This Contract represents the entire agreement between the Parties. No prior agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Contract.

### **9.8.1 Contract Documentation**

The Contract between the Parties consists of this Contract document and the following attachments:

- Attachment A: Shared Parenting Grant Application
- Attachment B: Performance Indicator Report
- Attachment C: Shared Parenting Detailed Program Budget

All Attachments listed above are attached to this Contract and are incorporated into this Contract for all purposes as though they were written word-for-word into this document.

### **9.8.2 Order of Documents**

In the case of any dispute concerning the Contractor's compliance with the requirements of this Contract, the parties agree that the Contractor's Shared Parenting Grant Application constitutes promised Contractor performance and may be used by the Parties as proof of whether the Contractor is performing as promised. Provided, however, that the Contractor's Shared Parenting Grant Application may not be used by the Contractor to establish a limitation to promised performance. Any limitations in the Contractor's Shared Parenting Grant Application shall only be operative if explicitly set forth in this Contract.

## **SECTION 9.9 COUNTERPARTS**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WHEREFORE, the Parties to this Contract hereby acknowledge and affirm that the responsibilities described herein, including all Attachments hereto, are both necessary and authorized. The Parties hereto certify, by signing in the spaces provided below, that this Contract neither requires nor permits either entity to exceed its duties and responsibilities or the limitations of its funding. The Parties hereto bind themselves to the faithful performance of their respective obligations under this Contract. This Contract shall not become valid until signed by duly authorized representatives of both Parties.

EL PASO COUNTY

OFFICE OF THE ATTORNEY GENERAL OF  
TEXAS

\_\_\_\_\_  
THE HONORABLE ANTHONY COBOS  
COUNTY JUDGE

\_\_\_\_\_  
ALICIA G. KEY  
DEPUTY ATTORNEY GENERAL  
FOR CHILD SUPPORT



ATTORNEY GENERAL OF TEXAS

GREG ABBOTT

CHILD SUPPORT DIVISION  
FAMILY INITIATIVES

Shared Parenting Grant Application, Attachment A  
Fiscal Years 2011 and 2012

General Information

Full Legal Name of Entity	El Paso County
Doing Business As	El Paso County Domestic Relations Office
Name/Title of Grant Application Contact	Jim Fashing, Int. Executive Director
Name of Project	Early Intervention and Access Facilitation Project
Amount Requested	
Award Funding Period	September 1, 2010 – August 31, 2011; option to renew
Mailing Address/P.O. Box	500 E. San Antonio, Rm. LL-108
• City	El Paso
• State	Texas
• Zip	79901
Physical Address	500 E. San Antonio, Rm. LL-108
• County	El Paso
• City	El Paso
• State	Texas
• Zip	79901
Type of Entity (Court, Local Government, Non-Profit)	Local Government
Website(s) & Social Media	<a href="http://www.epcounty.com/dro">www.epcounty.com/dro</a>
# of Paid Employees in Organization	El Paso County, appx. 2600 Domestic Relations Office, 25
Texas Vendor ID# (14 digits)	
Federal Employer ID# (9 digits)	74-6000762
Organization year end (month, date, year)	9/30/2010
Application Contact Name	Jim Fashing
• Title	Interim Executive Director
• Telephone Number	( 915) 834-8200, ext. 3686
• Fax Number	( 915) 834-8299
• E-Mail Address	jfashing@epcounty.com
Name of Project Financial Officer	Edward Dion, CPA
• Title of Project	County Auditor



<b>Financial Officer</b>	
• Telephone Number	(915) 546-2040
• Fax Number	(915) 546-8172
• E-Mail Address	edion@epcounty.com
<b>Name of Person Authorized to Sign Contracts on behalf of Applicant</b>	Hon. Anthony Cobos
• Title of Person Authorized	County Judge
• Telephone Number	(915) 546-2098
• Fax Number	(915) 2198
• E-Mail Address	acobos@epcounty.com
<b>Debarment – Organization's current status, "Yes" or "No". If "Yes," please explain.</b>	No
<b>Geographical Areas to be Served (by county)</b>	El Paso County
<b>Brief Description of Project</b>	The El Paso County Domestic Relations Office will provide IV-D participants with court education with overview of possession orders, cooperative parenting classes, access facilitation, mediated access to include monitored exchanges and monitored/supervised visitation, and related legal services to explain, mediate, enforce and clarify access and possession orders issued by the IV-D courts. All services are free under the project and provided in both English and Spanish.

**Note:** Type your response in the boxes after each question. Each box is a self-expanding table cell.

### 1. Historical Applicant Information

A. Briefly describe the development of the applicant's organization. Who created the organization? For what purpose was the organization created and how has it evolved?

Chapter 203 of the Texas Family Code provides each County within the State of Texas with the ability to establish and fund a Domestic Relations Office. During fiscal year 2000, County Commissioners unanimously voted to establish a DRO for El Paso County. On October 16, 2000, the El Paso County Domestic Relations Office (EPCDRO) was opened in order to efficiently and effectively assure compliance with parent-child court orders. Striving to keep families out of the courts without additional burden to the taxpayers, the EPCDRO was organized to enforce and facilitate compliance with parent-child orders.

EPCDRO has historically focused on the segment of the community not served through the Texas Attorney General's Office, the non IV-D parent-child community. As the office continues to evolve, there is a demonstrated need to extend community education, access facilitation, mediated access and enforcement services supporting parent-child possession and access (visitation) orders to IV-D clients.

This project is a natural extension of the services of the El Paso County Domestic Relations Office and would meet a significant need in the lives of families and children served by the IV-D and family courts. These services are not and cannot be provided by any other agency in El Paso County.

B. Describe in full the current operation of your program. List current services, the locations where services are offered, and number of parents served.

The EPCDRO is comprised of Child Support Monitoring/Customer Service Division, the Enforcement Division, the Family Law Information Center and the Family Court Services Division. Located in the lower level of the El Paso County Courthouse, the EPCDRO has served over 15,000 individuals through the end of FY09 (9/30/09). EPCDRO is uniquely equipped to establish and administer programs to support and facilitate noncustodial parents' access to and possession of children.

The Child Support Monitoring/Customer Service Division, in conjunction with the State Disbursement Unit, monitors non-IV-D child support/medical support accounts and provides local customer service through contracts with the Office of the Attorney General.

The Friend of the Court and Community Supervision Divisions are staffed by 2 licensed family law attorneys, with combined experience of 30+ years, 2 legal assistants and a monitoring clerk. The Friend of the Court Division enforces child support orders in non IV-D cases and access and possession orders in all parent-child orders issued by El Paso County family courts. The Friend of the Court clarifies and modifies existing orders and develops interim parenting orders. In addition, the Community Supervision Division provides child support probation services in IV-D, non IV-D and private cases. The Probation Department is staffed by 4 probation officers and a probation clerk and supervises over 1,500 individuals referred by the 6 family courts and the IV-D court. Probationers referred by the IV-D court are served pursuant to the Community Supervision contract with the Office of the Attorney General.

The Family Law Information Center (FLIC) provides community education in the area of family law, including legal orientation regarding child support payment obligations, guidelines for possession of and access to children and other provisions of family law. The FLIC is the outreach arm of EPCDRO, providing contact and referral information to various family service providers as well as general information to benefit parents and families within El Paso County. The FLIC provides community education throughout El Paso County, in schools and community centers. The FLIC attorney is a regular contributor to the El Paso Times newspaper, focusing on family law and related issues and supports the work of the TEAJF/OAG project Parenting Order Legal Clinics managed by Paso del Norte Civil Rights Project by dedicating outreach services and participating in seminars.

The Family Court Services (FCS) Division is staffed by 1 licensed clinical master's social worker, 2 licensed bachelors' social workers with combined experience of 49 years. FCS conducts cooperative parenting classes, access facilitation (including contracted monitored visitation and visitation exchanges for El Paso County Family Protection Fund) court-ordered social study investigations for persons to assure compliance with conservatorship, develops parenting plans and alternative custody arrangements and possession orders. FCS works primarily with non-IV-D cases in the areas of access facilitation, intervention in and mediation of access and possession disputes, brief family counseling and cooperative parenting orientation. FCS also provides these services to families involved in the IV-D child support program when referred by the IV-D court. El Paso County and the Office of the Attorney General have several contracts under which the Domestic Relations Office provides services to support the OAG Child Support Program.

C. Describe the overall vision and goals of the program. Discuss program strategies and target populations for services for the coming year.

Early intervention and facilitation to encourage compliance and collaborative parenting are essential to the increase of shared parenting time and the growth of a relationship between separated parents and a child. EPCDRO envisions the creation of an environment and culture of compliance with custody and possession orders that hinge on the concept of early intervention and education, training in cooperative parenting skills, access facilitation tailored to the needs of each child and enforcement of court orders as a last resort to alternative dispute resolution.

The Early Access Intervention Project hinges on the following critical components:

- 1) Parenting order orientation at an early stage for all new participants in the IV-D child support program (preferably within 4 weeks of an establishment order) including education regarding access and possession schedules and orders, roles and responsibilities and legal remedies available to each parent;
- 2) Parenting order orientation will be open to all IV-D participants, during the life of their parent-child order, who experience conflicts in the exercise of court-ordered access to their children;
- 3) Referral of 200 custodial and non-custodial parents to cooperative parenting courses and access facilitation and mediated access services (to include monitored exchanges and monitored or supervised visitation where appropriate) to encourage parents to create environments that would contribute to the enjoyable and peaceful exercise of possession and a quality experience of the child;
- 4) Forming Families cooperative parenting seminar to focus specifically on the needs and issues of young separated parents, to 40 IV-D high school participants;
- 5) Access facilitation and intervention in existing parent-child cases to facilitate access and possession disputes arising after parents' encounter with the IV-D and family courts;
- 6) Preparation of interim parenting orders and clarification of existing access and possession orders as appropriate for 24 families; and
- 7) Enforcement activities to include brief counseling sessions, mediation of disputes involving access conflicts, and, as a last resort, the filing of an action with the family courts to seek the court's enforcement of access and possession orders.

This proposed project will focus upon IV-D child support program participants. Upon referral by the IV-D court and the Attorney General Child-Support Division at the time of entry of an establishment order, any parent involved in the IV-D program with issues related to access and possession orders will participate in the parenting order orientation seminar. These parents are traditionally less likely to have representation and do not obtain the full benefit of understanding court orders, engaging in cooperative parenting and sharing quality and extensive possession of children.

Parents with limited prior contact or high conflict in relationships will be referred to access facilitation and cooperative parenting classes to encourage healthy co-parenting orientation and maximize parenting time. If parents are unable to resolve conflicts, they will be provided with monitored exchanges through a subcontract with a qualified entity providing visitation services.

Noncustodial parents who have histories of limited or no prior contact with the children will participate in monitored visitation and exchanges, leading to unmonitored standard possession by the El Paso County Domestic Relations Office or through a subcontract with a qualified entity providing visitation services. Visitation services are not considered of long-term need or benefit and will be used only in "warm-up" circumstances.

When parents cannot participate in co-parenting styles that are conducive to the maximizing parenting time, alternative dispute resolution, including brief counseling and mediation, will be offered. In the event that orders are unclear, interim parenting plans or motions to clarify will be filed with the Court in appropriate cases. As a last resort, if the parties cannot resolve their individual issues to facilitate access and possession, a motion to enforce will be filed with the Court; however the past four years of performance under this project reflects that this measure was necessary in only seven cases, most of which were dismissed prior to final hearing due to the cooperation of the parents and successful implementation of parenting goals.

#### D. Describe in full any recent experience in managing state or federal grant funds.

El Paso County routinely manages millions of dollars per year in state and federal grants.

The EPCDRO at present has 3 contracts and 1 grant with the OAG, all of which have been renewed and are in the process of renewing again. These funding sources have been dependent upon DRO services which have been successfully performed under the contracts. They are:

- a. state case registry contract
- b. local customer service contract
- c. community supervision contract
- d. access facilitation grant

In 2001, the Texas Bar Foundation approved a grant for the creation of the Family Law Information Center. The funds were used to employ a legal assistant for one year for the purpose of creating the center operations as well as for equipment and publishing. The EPCDRO efficiently complied with all grant requirements and the grant has been highly successful. Once the Information Center was created, its activity was assumed by other EPCDRO service providers under the management of a staff attorney as chief of the Family Law Information Center. The information center's mission is one of community

## 2. Applicant Funding History

For the past three years, if appropriate, list private contributions/donations, any grant funding, and public funding amounts for all programs operated by your organization (whole dollars). If an adjustment is made for reporting year starting in a month other than January, please note in fiscal year (Starting Month) – (Ending Month). Ex.: Fiscal Year (Sept. 1 – Aug. 31).

Calendar Year: 10/1 – 9/30				
Year	Private Contributions / Donations	Grant Funds	Public Funds	Total Amount Funded
2007	\$0	\$0	\$1,215,725	\$1,215,725
2008	\$0	\$63,874	\$1,077,610	\$1,141,484
2009	\$0	\$67,309	\$971,691	\$1,039,000

What is your organization's estimated funding for 2011 Shared Parenting services? Please include the source of funding and the program that will be funded.

Estimated Funding for FY 2011	
Source/Program (if funding received from more than one source)	Amount
OAG AV Grant (requested funding)	65,856
Access Facilitation Fee revenues	80,900
Enforcement Application Fee Revenues	66,648
Mediation of custody/possession dispute fee revenues	3,000
<b>Total Estimated Funding for FY 2011</b>	<b>228,404</b>

## 3. Applicant Fees for Service

Please identify all fees charged by your organization for services rendered whether grant related or not. Please note that the United States Department of Health and Human Services (DHHS) has determined that no fee may be charged to provide the same services for which grant funds would be allocated. In addition, no membership fees may be assessed as a condition of receiving grant-related services.

Access Facilitation, Development of Guidelines for Possession and Alternative Custody Arrangements	\$400.00
Access Facilitation & Monitoring	\$450.00
Adoption Home Study	\$400.00
Guardian Ad Litem	\$900.00
Contested Social Study	\$900.00
Contested Social Study (3-party)	\$1,200.00
Consultation	\$150.00
Limited Investigation	\$250.00
Monitoring	\$500.00
Parenting Coordinator (per year)	\$2,000.00
Paternity (Genetic Testing)	\$200.00
Updates on Social Studies	\$600.00
Contested Access/Possession Facilitation Sessions	\$500.00
Applications for Enforcement of access/possession orders	\$30.00
These fees will not be charged to IV-D participants	

#### 4. Need for Proposed Project (10 points)

Describe in full the reason for submitting the grant application. Include responses to the following: How many noncustodial parents have IV-D child support cases in your service area? How does a Shared Parenting program fit in your community and your role in the community as a human services organization? What need does the outcome of the project meet? How was this need identified? How has your organization addressed this need in the past? Is the proposed service being offered by other entities in your area? If so, please explain the relationship to the service your entity is proposing. Where does the local IV-D child support office currently send those with requests for assistance with parenting time issues?

During calendar year 2009, 7,580 IV-D establishment petitions, motions to enforce and motions to modify were filed with the El Paso County District Clerk; to date 2,285 have been filed. Since January 2009, 2,294 original divorce petitions involving children have been filed and 816 since January 2010. Since January 2010, 58 applications for visitation enforcement were filed with the El Paso County Domestic Relations Office, many of which involved recent orders in IV-D cases. This indicates a continuing need for facilitation of possession and access orders in the IV-D child support program.

Separated parents are unaware and lack understanding of the specifics of possession and access rights and responsibilities in parent-child orders. This demonstrates a significant need for parent education around the contents of the court order at the earliest stages of the process.

Many noncustodial parents have had little or no access to their children for a significant period of time, indicating a need for cooperative parenting education and gradual introduction of the parents and children into the possession schedule. In many cases, monitored visitation is necessary in order to provide a safe and comfortable environment for the child, as well as providing safeguards to urge cooperation of the custodial parent. Monitored exchanges may be necessary in order to minimize conflict between the parents upon surrender of the child at the beginning and end of the periods of possession and to guarantee compliance with possession scheduling.

Bi-lingual cooperative parenting seminars encourage separated parents to collaborate in the upbringing of children and minimize conflict through training, identification of areas of conflict, and providing conflict resolution tools. This bi-lingual (Spanish and English) 3-session seminar benefits parents by assisting parents shift their roles from former partners to parents, educate parents regarding the impact of parental conflict on their child's development, helping parents identify their contribution to conflict while increasing impulse control and teaching parents anger management, communication and conflict resolution while focusing attention to the issues of children who experience divorce or separation from one parent. The seminar benefits children by reducing the child's symptoms of stress as parental conflict decreases, diminishing the child's sense of loyalty binds, creating a more relaxed atmosphere for the child, teaching parents effective communication and conflict resolution skills. This approach to parent education increases the likelihood of keeping two active parents in the child's life and ensures the child's safety through open parent communication.

Young, separated parents have issues distinct from those in long-term relationships with more than one child. Forming Families will be continued to specifically address the needs of young, unmarried parents who may or may not still be in relationship with one another, to develop case-specific tools to address long-term parenting skills, effective co-parenting practices and communication to encourage long-term shared parenting and continual payment of child support. These quarterly seminar cycles (8-hour seminar) will be offered to small groups (10 men and/or women) who have particular vulnerabilities due to age and relationship.

Continuing delivery of these services to the IV-D child support program participants is a constituent and natural part of the mission of EPCDRO. This program will ensure that all parents who share possession of a child have an opportunity to build meaningful relationships with their children. There is no other entity in El Paso County providing visitation enhancement and enforcement services. EPCDRO currently provides monitored exchanges and monitored visitation as well as the full range of services described. If continuing funding is extended, EPCDRO will provide visitation services for "warm-up" cases or will contract mediated access (monitored exchange and/or monitored visitation services) from a qualified visitation center.

EPCDRO works closely with the local IV-D child support office in all areas. In matters relating to possession enforcement, both the Attorney General's office and the IV-D court refer parents to EPCDRO for access facilitation, referral to the Family Visitation Center and enforcement services. This project will enhance those relationships and provide additional tools to develop positive relationships and environments for both parents conducive to shared parenting time.

**5. Proposed Solution Narrative (Subsections A-J) (80 Points + up to 20 bonus points)**

Describe in full your organization's proposed solution for the need identified above. The narrative should identify how the OAG Shared Parenting Program priorities and required outcomes are being addressed in this solution. This description **must** include responses to the following section headings:

**A. Project Summary (5 points):** Summarize your organization's proposed project, including a description of how noncustodial parents' access to their children (**as defined in the Request for Applications**) will be impacted, an estimated number of parents to be served in the year that funding is requested and the cost per parent of services delivered.

- 1) EPCDRO will provide Spanish and English parenting order orientation to all participants in establishment cases filed in the IV-D court during the funding period. Parenting order orientation includes review of court orders, review and explanation of possession guidelines and schedules and screening for cooperative parenting and monitored exchange and visitation. The cost for this 2-hour presentation and review is \$35.00 per parent and anticipates 600 new participants referred by the IV-D child support program.
- 2) EPCDRO will conduct 12 Spanish and/or English cooperative parenting seminars (3 sessions per seminar) for 200 participants in the IV-D child support program at a cost of \$95.45 per participant.
- 3) EPCDRO will conduct 4 Spanish/English Fragile Families seminars (4 sessions per seminar, offered on a quarterly basis) for up to 40 particularly vulnerable young separated parents;
- 4) EPCDRO, individually or through a contract with a qualified entity providing visitation services, will provide monitored exchanges for up to 15 families per month (monthly unit cost \$80.00 p/family) and/or up to 8 monitored visitation sessions per month (unit cost \$90.56 p/visit), to participants in the IV-D child support program.
- 5) EPCDRO will provide Spanish and English alternative dispute resolution services to 100 participants in the IV-D child support program including the development of access facilitation and development of alternative possession guidelines, alternative custody arrangements and development of parenting plans, possession dispute facilitation, and mediation at a cost of \$35 per hour per parent.
- 6) EPCDRO, acting as Friend of the Court, will provide legal services to 50 non-custodial parents in need of interim parenting orders, clarification orders or who are unable to exercise court-ordered access and possession of their children through no fault of their own to enforce those portions of IV-D orders at a projected cost of \$250 per hour.

**B. Target Population (5 points):** Describe the target population (including the geographical area your organization plans to serve) and how your organization is qualified to serve the target population. This description should include how your agency will serve the priority populations of the OAG Access and Visitation Program: including the never-married population (approximately 65% of the parents in the OAG caseload were not married at the birth of their child).

Custodial and noncustodial parents involved in the IV-D child support program who reside in El Paso County and who are subject to a possession and access (visitation) order issued by the IV-D court is and remains to be our primary target population. For the most part, the population served has consisted primarily of never-married parents and parents with children from different partners; this will continue to be our priority population.

**C. Bonus (5 points):** Describe how you will ensure that at least 80% of your caseload involves IV-D, OAG cases.

By the nature of the referral process, more than 80% of cases included in the Access Facilitation Project involve IV-D, OAG cases. Other participants may be included upon the payment of the EPCDRO access facilitation fee and/or the filing of an application to enforce access and possession orders.

In recognition of the critical nature of this project to successful co-parenting and creating environments conducive to increased shared parenting, EPCDRO pursues a policy which will result in the referral of parents in all new establishment cases and those other IV-D customers who have been unsuccessful in negotiating access and possession issues to encouraged greater participation by the target population.

**D. Bonus (15 points): Describe how your program will address concerns specific to forming families while addressing innovative, promising practices from existing research on fragile families. Please consider these goals in your organization's response:**

- a. Prepare unmarried parents to set goals to promote and create a healthy future for their children.
- b. Help unmarried parents establish a positive co-parenting relationship that enables them to work together in raising their child.
- c. Ensure the on-going and sustained involvement of both parents, especially the father, whenever possible in the children's lives.
- d. Encourage the on-going payment of child support and provision of other forms of support by the non-custodial parent.
- e. Prepare unmarried parents to make healthy decisions (with their child's best interests in mind) about their romantic and couple relationship.
- f. Help unmarried parents with inter-generational issues and blended family issues, as appropriate.

By focusing on the educational and cooperative parenting components of this project, separated parents work to create an environment conducive to expanding access possibilities, which may in some cases, require temporary adjustment of or deviation from the traditional standard possession schedule. Through access facilitation sessions, mediation, and as necessary, litigation, both parties can be brought to a greater understanding of the needs of the children (first), the needs of the parents, and the critical role that shared parenting plays in the development of children.

In this vein, the Early Intervention Access and Possession Project begins a process for continued shared parenting practices, reinforced by periodic meetings with social workers as the parents may require, to encourage healthy relationships between separated parents and address specific issues that may hinder noncustodial parents in exercising court-ordered access and possession.

Cooperative parenting classes will be helpful to the majority of the project participants to develop the communication skills necessary to long-term co-parenting as separated parents. The majority of participants, up to 200 people, will be referred to a six-hour seminar to address presuppositions about shared parenting, and to develop understanding of the challenges and benefits of shared parenting.

Recognizing the reality that many young separated parents have issues distinct from those in long-term relationships with more than one child, the Forming Families classes specifically address the needs of young, unmarried parents who may or may not still be in relationship with one another, to develop case-specific tools to address long-term parenting skills, effective co-parenting practices and communication to encourage long-term shared parenting. In addition, recognizing that the majority of paying obligors have on-going relationships with their children, this project stresses the need for cooperation and flexibility between parents in order to allow noncustodial parents to participate in their children's lives while perhaps engaged in employment outside of traditional work schedules. In this manner, the noncustodial parent does not feel as though they must choose between work, school and parenting time and responsibilities and is more likely to be a successful co-parent.

The primary focus of this project is on the unique needs of noncustodial parents but considers to a great extent the dedication and needs of custodial parents as well. Recognizing cultural presuppositions which

create barriers between separated parents, the project is designed to honor the contributions of both parents while encouraging collaboration and successful communication to develop long-term involvement of both parents in the lives of their children.

Extended family members, including those providing child care and having significant impact on the decision-making of the separated parents, are encouraged to participate in all educational components of the project. While we recognize contributions of extended family and honor the support they give to separated parents and their children, we also recognize (and stress) that ultimately the parents of the children are the primary determinant of successful long-term parenting.

**E. Program Services (10 points):** Describe the program services the proposed project will be delivering with a clear description of how the described services will lead to increased parenting time.

- 1) Parenting order orientation for all participants referred by the IV-D court and OAG to explain and review possession and access orders; will increase awareness of rights and responsibilities of separated co-parents, encouraged cooperation and increased opportunities for shared parenting.
- 2) Cooperative parenting seminars for 200 participants in the IV-D child support program will provide tools for collaborative parenting and provide opportunities to create enjoyable environments in the exercise of visitation, thus increasing quality of shared parenting.
- 3) Forming Families Seminar – this seminar will be developed and implemented to focus on the needs of up to 40 young, unmarried parents to develop case-specific tools to address long-term parenting skills, effective co-parenting practices and communication to encourage long-term shared parenting.
- 4) Access Facilitation – After completing parenting order orientation and cooperative parenting seminars, parents may be scheduled to meet with a social worker to address case-specific issues, prepare interim parenting plans which may deviate from existing orders, or provide long-term planning toward implementation of the standard possession schedule.
- 5) Mediated access – In cases where there is a need for monitored exchanges and/or monitored visits, a family may receive up to 3 months of monitored exchange and/or 2 months of monitored visitation sessions contracted with a qualified entity providing visitation services. This will reduce stressors of conflictual exchanges and provide secure environments to parents and children during the exercise of possession and access.
- 6) Ongoing alternative dispute resolution services will encourage collaboration and flexibility in exercise of possession of and access to children, encouraging increased shared parenting time without court intervention.
- 7) Development of interim parenting orders, clarification of existing orders and other legal services to assist parents in crafting workable solutions toward the implementation of the standard possession schedule.
- 8) Filing motions to enforce rights to possession and access for noncustodial parents who, through no fault of their own, are unable to exercise visitation to create a culture of compliance with court orders, create increased opportunities for shared parenting and increase parenting time.

**F. Detailed Implementation Plan (20 points), describe and include:**

- a. experience organization has with delivering education or other programs to low income and diverse ethnic groups,
- b. proposed location(s) and information regarding bus and car access,
- c. number of educators or other service providers and qualifications and credentials of those educators/other service providers,
- d. Whether on-site childcare can be provided; if so, details of those services,
- e. Itemized cost, if any, for providing services listed above,
- f. recruitment and retention of participants into program services,
- g. communication and collaboration with local child support office,
- h. location of service delivery,
- i. staff involved in service delivery, the roles each staff person will play in service delivery, how your organization will ensure cultural competency of staff, and plans for use of volunteers, how safety considerations will be addressed,



- j. a detailed description of how parents will enter services, receive services, and exit services, and
- k. experience the organization has working with Title IV-D courts.

- a. EPCDRO has consistently provided visitation services, as well as legal and social work services in the area of family law, to low-income and diverse ethnic groups throughout its ten-year existence.
- b. Parenting order orientation, access facilitation and legal services will be provided at the El Paso County Courthouse, 500 E. San Antonio. Cooperative parenting classes are held in various locations throughout the El Paso County area. Monitored exchanges and monitored visitation will be provided at a qualified entity providing visitation services in a central location of El Paso County. All facilities are situated among major bus lines and private transportation. There is significant parking availability in the vicinity of all facility sites.
- c. Key personnel consist of one licensed attorney, 1 master's level licensed social worker and 2 bachelor's level licensed social workers, who provide parenting order orientation, access facilitation, mediation and enforcement services based upon their various areas of expertise. This staff also provides monitored exchange and monitored visitation services and are routinely trained in visitation supervision. All staff is bilingual in Spanish and English. Volunteers will be used in both parties in capacities consistent with their background and training, to include interns from local universities and colleges. Volunteers will be provided with training in the areas involving family dynamics and basic family law. Independent contractors (social workers, social work interns) may be utilized to provide supervision in visitation services.
- d. On-site child care-care is not available.
- e. Cost projections for this project are:
  - 1) Parenting order orientation - \$35.00 per parent, anticipates 1,000 new participants referred by the IV-D child support program.
  - 2) Cooperative parenting seminars - \$95.45 per participant (3 sessions per seminar) for 200 participants in the IV-D child support program
  - 3) Forming Families seminars (4 sessions per seminar, offered on a quarterly basis) - \$115.00 per participant for up to 40 particularly vulnerable young separated parents
  - 4) Monitored exchanges for up to 15 families per month (monthly unit cost \$80.00 p/family) and/or up to 8 monitored visitation sessions per month (unit cost \$90.56 p/m)
  - 5) Alternative dispute resolution services to 100 participants in the IV-D child support program including the development of access facilitation and development of alternative possession guidelines, alternative custody arrangements and development of parenting plans, possession dispute facilitation, and mediation at a cost of \$35 per hour per parent.
  - 6) Legal services (interim parenting orders, clarification orders, enforcement services) - \$250 per hour.
- f. Participants will be referred to the program by the IV-D court and/or Attorney General's Child Support division upon the entry of a parent-child order which includes possession and access orders. Law enforcement currently refers a significant number of cases for access facilitation and/or enforcement in lieu of criminal prosecution for interference with child custody. Additional IV-D participants will be recruited through media outreach and word-of-mouth referral for mediated access, alternative dispute resolution and enforcement services. Brochures and applications are available to participants, referring courts, judges and agencies. Participants who do not comply with court, law enforcement or OAG referral will be referred back to the IV-D court for further action, including enforcement. The intake procedure will consist of court appearance and referral by the IV-D court and Attorney General's Child Support division. During the parenting order orientation portion of the program, participants will be polled to determine need for additional access facilitation and/or mediated access services. Thereafter, all parents will be referred to cooperative parenting classes and, if necessary, access facilitation sessions with EPCDRO social workers. The participants referred for monitored exchanges and/or monitored visitation with a qualified entity providing visitation services are referred upon access facilitation. Parents exit services upon release by the court, changes in visitation orders or voluntary withdrawal from the program. If one parent withdraws from the program and refuses to comply with parenting schedules, the EPCDRO will file a motion to enforce with the referring court of the IV-D program as appropriate.
- g. Communication with judges, the Attorney General's Child Support Division is maintained on a regular basis since they are a constituent party in the successful implementation of all EPCDRO services. Annual program review is scheduled with the local OAG regional offices.
- h. Parenting order orientation, access facilitation and legal services will be provided at the El Paso

County Courthouse, 500 E. San Antonio. Cooperative parenting classes are held in various locations throughout the El Paso County area. Monitored exchanges and monitored visitation will be provided at a qualified entity providing visitation services in a central location of El Paso County. All facilities are situated among major bus lines and private transportation. There is significant parking availability at all facility sites.

- i. The Family Court Services Division of EPCDRO is led by Edna Telles, LCSW. Rebecca Gardea, LBSW and Josefina Toscano, LBSW are available to provide direct services under this project. They have 49 years combined experience working with families and children. All participate in continuing education and receive legal training in family law. These individuals will serve as the access coordinators of the project and are the primary presenters of the cooperative parenting classes and access facilitation sessions. The Friend of the Court Division of EPCDRO includes Ouisa Davis, a family law attorney with 19 years of litigation experience, together paralegals providing clerical support. In addition, Ms. Davis is the Division Chief of Family Law Information Center and has 19 years of experience in family law, grass roots advocacy and community outreach and orientation. These individuals will serve as the enforcement and education coordinators of the project. All EPCDRO staff receives training in customer relations and diversity on an annual basis. Volunteers recruited from social work departments of local communities are included in on-going training and receive training upon entry into our internship programs. Volunteers may assist in educational components, access facilitation and mediation, and visitation services under the supervision of key EPCDRO staff. Courthouse security is maintained from 7:00 a.m. to 7:00 p.m.
- j. There are several avenues to program entry for IV-D participants. The IV-D court, and other family courts, routinely issues referral orders for parties at the time the initial order is entered when there is a dispute regarding the standard possession schedule or upon complaint of a party before the Court on a post-action matter (modification, enforcement, etc.). The staff of the OAG Child Support Division routinely refers parties into the project under similar circumstances. Law enforcement agencies refer parties to the project where there is an allegation of interference with child custody as an alternative to arrest and/or prosecution. EPCDRO has an application process for enforcement of access and possession orders, whereby an aggrieved party may complete an application and both parties are enrolled in the project. Most participants exit services upon completion of the parenting order orientation. Thereafter, most disputes are resolved within access facilitation and/or following cooperative parenting classes.
- k. EPCDRO has worked intimately with the IV-D courts for the past 10 years of its experience. EPCDRO provides probation services in IV-D cases by contract with the OAG. EPCDRO has routinely provided training for OAG staff on an annual basis.

**G. Resources (5 points):** Identify resources needed to successfully complete the project, including other agencies/entities you plan to collaborate with in order to deliver services and the role they will play in program implementation - include memorandums of understanding or letters of support for all collaborating agencies, **ALL SHARED PARENTING GRANT APPLICANTS ARE REQUIRED TO SUBMIT A LETTER OF COOPERATION WITH LOCAL OAG CHILD SUPPORT UNITS – FAILURE TO DO SO WILL RESULT IN THE REJECTION OF YOUR APPLICATION.**  
**~~EXCEPTION: HOTLINE APPLICANTS ARE A STATEWIDE PROGRAM AND DO NOT HAVE TO GET A LETTER OF SUPPORT FROM A LOCAL OFFICE.~~**

- a. steps your agency will take to work with the IV-D child support agency (Office of the Attorney General) and the current state of that partnership,
- b. non-grant funding and resources available to enhance the proposed project, and
- c. any plans for expanding the project beyond grant-related funding.

Attorney General Child Support Program – the EPCDRO communicates regularly with Debra Morgan, the attorneys for the IV-D program and the IV-D court. The IV-D associate judge, Hon. Antonio Rodriguez, has agreed to refer IV-D participants to this project. The District Judge of the referring court of IV-D, Hon. Mike Herrera, has submitted a letter of support for this project.

Non-grant support – includes in-kind contributions by El Paso County for benefits, office space

Expansion plans – any expansion of this project will be supported with fee revenue or additional grant

- H. **Outcomes (15 points):** State the outcomes for the proposed program and the methodology you will use to track the outcomes for the proposed Shared Parenting program. **You must include a description of how your program will address the Federal outcomes of parenting time hours increased** - as well as other outcomes from your program. Clearly define what you expect to be the end result of your program in terms of **parent behavior, knowledge, and attitudes** - include concrete, measurable descriptions of changes that will be tracked. **Outcomes should be clearly linked to the Program Service "E" elements of your proposal.**

- 1) Parent order orientation to explain and review possession and access orders issued by the IV-D court; will increase awareness of rights and responsibilities of separated co-parents and increase opportunities for shared parenting.

**Outcome:** During the grant period, the EPCDRO will schedule weekly parent order orientation in the El Paso County Courthouse immediately following court hearings to establish paternity, support and possession and access orders. Participants will be referred directly from the courtroom or by OAG staff and will be required to sign-in and complete evaluation forms. Within the grant year, 90% of participants will understand and comply with court orders, and successfully arrange visitation and shared parenting without the need for supervision or court intervention.

- 2) Cooperative parenting seminars for 200 participants in the IV-D child support program will provide tools for collaborative parenting and provide opportunities to create enjoyable environments in the exercise of visitation, thus increasing quality and quantity of shared parenting opportunities; including up to 40 young, unmarried parents referred to the Forming Families seminar to develop case-specific tools to address long-term parenting skills, effective co-parenting practices and communication to encourage long-term shared parenting.

**Outcome:** Participants in the cooperative parenting seminars will be required to complete registration forms. Impact of participation will be monitored by the completion of a survey tool at the end of the seminar. Within the grant period, 75% of families referred to cooperative parenting seminars will successfully arrange visitation and shared parenting without the need for supervision or court intervention.

- 3) Forming Families Seminar – this seminar will focus on the needs of young, unmarried parents to develop case-specific tools to address long-term parenting skills, effective co-parenting practices and communication to encourage long-term shared parenting.

**Outcome:** Up to 40 participants in this quarterly focus group, scheduled in 4 week cycles; within the grant period, 75% of participants will develop long-term parenting skills, effective co-parenting practices and communication methods.

- 4) Mediated access, including up to monitored exchanges for up to 15 families per month (unit cost \$80.00 p/family p/month) and/or up to 8 monitored visitation sessions per month (unit cost \$90.56 p/visit) to reduce conflict in exchanges and provide secure environments to parents and children during the exercise of possession and access.

**Outcome:** During the grant period, visitation center services will be provided to monitor exchanges for up to 15 families each month (unit cost \$80.00 p/family p/month) and/or up to 8 visitation sessions per month (unit cost \$90.56 p/visit) involving IV-D child support program participants as set forth by court order. During the grant year, 95% of families using visitation center services will comply with court orders. Staff will provide written records and testimony, as subpoenaed by the court, 100% of the time. By the end of the grant period, 75 % of families referred to mediated access will successfully arrange visitation and shared parenting without the need for supervision or court intervention.

- 5) Alternative dispute resolution services will encourage collaboration and flexibility in exercise of possession of and access to children, encouraging increased shared parenting time without court intervention.

**Outcome:** Within the grant year, 75% of families referred to alternative dispute resolution will successfully arrange visitation and shared parenting without the need for supervision or court intervention.

6) Preparing and filing interim parenting plans, motions to clarify existing possession orders, and motions to enforce rights to possession and access in 50 cases for noncustodial parents who, through no fault of their own, are unable to exercise visitation will create a culture of compliance with court orders and create increased opportunities for shared parenting.

**Outcome:** Within the grant year, 90% of families referred for enforcement services will successfully arrange shared parenting without the need for additional supervision or court intervention. However, this goal will be considered most successful if no enforcement litigation is necessary and families can be transitioned into the court-ordered possession schedule through mediation and educational services.

- I. **Parent Referrals (10 points):** Describe how your organization currently receives parent referrals. Describe how your organization will promote the availability of grant-funded services in the geographical area described above. Include a description of how you will incorporate referrals from local OAG child support offices. How will your organization meet its monthly performance indicators, if referrals are less than expected?

EPCDRO currently receives referrals from the family courts, attorneys, Attorney General's Child Support office and the IV-D court as well as numerous community agencies, such as the Child Crisis Center of El Paso, YWCA, and other social service agencies. El Paso Police Department and El Paso County Sheriff's Office refers numerous cases. In addition, word of mouth and media outreach results in communication with individuals who would otherwise lack access to domestic relations services. Grant funded services are advertised in brochures, news articles and flyers. There have been a significant number of walk-in clients and referrals from the private bar.

- J. **Key Staff (10 points):** List by name, title, and function the key staff who will **actually** work on the proposed grant-funded project. If staff will be hired, what are the credentials you will require? Who will do the hiring and what will be their relationship to the project and applicant entity? Include short job descriptions of key staff hired for this project.

The Family Court Services Division of EPCDRO is led by Edna Telles, LCSW. Rebecca Gardea, LBSW and Josefina Toscano, LBSW are available to provide direct services under this project. They have 49 years combined experience working with families and children. All participate in continuing education and receive legal orientation in family law. These individuals will serve as the access coordinators of the project and are the primary presenters of the cooperative parenting classes and access facilitation sessions.

The Friend of the Court Division of EPCDRO includes Ouisa Davis, a family law attorney with 19 years of litigation experience, together with Sonia Ramirez, Amy Serna and Carmen Hernandez, paralegals providing clerical support. In addition, Ms. Davis is the Division Chief of Family Law Information Center and has 19 years of experience in family law, grass roots advocacy and community outreach and orientation. These individuals will serve as the enforcement and education coordinators of the project.

Mediated Access (monitored exchange/monitored visitation) services will be provided by EPCDRO staff, contracted social workers or through a sub-contract with a qualified entity providing visitation services.

6. **Shared Parenting Project Goals, Objectives, and Performance Indicators (6 points; 4 points respectively)**

Please use the following space to **outline monthly** grant-related goals, objectives and the indicators by which these will be measured. Only use indicators that are **quantifiable** and thus, measurable (do not use words such as 'improve', 'enhance,' etc. as they are not measurable).

This section identifies **how** your organization will measure grant-funded results.

- 1) Parenting order orientation to explain and review possession and access orders issued by the IV-D court; will increase awareness of rights and responsibilities of separated co-parents and increase opportunities for shared parenting.

**Goal:** All participants in IV-D child support program will understand and comply with possession and

access orders and increase opportunities for shared parenting.  
**Outcome:** 350 participants in court-order orientation seminars; 75% increase in compliance with court orders for possession and access of children.

- 2) Cooperative parenting seminars for 200 participants in the IV-D child support program will provide tools for collaborative parenting and provide opportunities to create enjoyable environments in the exercise of visitation, thus increasing quality and quantity of shared parenting opportunities.

**Goal:** All participants will understand collaborative parenting and will provide opportunities to create enjoyable environments in the exercise of visitation, thus increasing quality and quantity of shared parenting opportunities.

**Outcome:** 18 IV-D participants in each seminar, scheduled monthly (3 sessions); 75% of participants referred will increase shared parenting time.

- 3) Fragile Families Seminar – this seminar will focus on the needs of young, unmarried parents to develop case-specific tools to address long-term parenting skills, effective co-parenting practices and communication to encourage long-term shared parenting.

**Goal:** Up to 40 young, unmarried parents will develop long-term parenting skills, effective co-parenting practices and communication methods that will serve them for years to come.

**Outcome:** Up to 40 participants in this annual focus group, scheduled weekly over 4 weeks; 75% of participants will develop long-term parenting skills, effective co-parenting practices and communication methods.

- 4) Mediated access, including monitored exchange and/or monitored visitation sessions will reduce stressors of conflictual exchanges and secure environments to parents and children during the exercise of possession and access.

**Goal:** Increase of shared parenting due to monitored exchanges and/or monitored visits.

**Outcome:** Up to 15 families will be referred for monitored exchanges each month (unit cost \$80.00 p/family p/month) and/or up to 8 monitored visitation sessions per month (unit cost \$90.56 p/visit) with a qualified entity providing visitation services, scheduled as case-appropriate. All participants will experience a 65% increase in shared parenting time.

- 5) Alternative dispute resolution services will encourage collaboration and flexibility in exercise of possession of and access to children, encouraging increased shared parenting time without court intervention.

**Goal:** Parents successfully arrange visitation and shared parenting without the need for supervision or court intervention.

**Outcome:** 10 alternative dispute resolution sessions each month; resulting in 65% of increased shared parenting time, depending upon the level of need for this service.

- 6) Filing interim parenting plans, motions to clarify possession orders and motions to enforce access and possession orders in cases for noncustodial parents who, through no fault of their own, are unable to exercise visitation will create a culture of compliance with court orders and create increased opportunities for shared parenting.

**Goal:** Compliance with court orders to create environments conducive to and consistent with shared parenting and increasing quality visitation time between noncustodial parents and their children.

**Outcome:** Up to four motions or interim parenting plans may be filed each month resulting in 100% increase in shared parenting time, depending upon the level of need for this service.

As part of this section, please describe how the project goals identified in this application will be sustained after the grant ends, if continuation funding is not available.

In the event that continuation funding is not available, this project will be sustained by private foundation sources and fee revenues from future participants.

Use the table on the following page to identify your organization's monthly performance indicators (i.e., number of visitations, number of persons attending classes, number of cases opened, etc.) Final indicators will be negotiated before contract signing.

# THE

[illegible]

### FY12 Monthly Grant-Related Performance Indicators

Performance Indicator	2011				2012												Total
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug					
Mediation - (Number of cases mediated)		11	10	12	13	20	15	12	13	14	12	15		147			
Parenting Plan - (Number of parents completing co-parenting plans)	5	6	7	8	9	10	11	12	13	14	15		110				

[illegible]

## Budget Categories

**Current Total Program Operating Budget.** Please use the following definitions for budget categories when completing the budgets.

- **Salaries** - Direct salaries for full- and part-time project employees.
- **Fringe Benefits** - Costs for employee insurance, retirement, social security benefits, unemployment insurance and other similar staff-related expenses.
- **Travel** - Costs related to in-state project travel including meals, lodging and transportation.
- **Supplies** - Office supplies, printing, photocopying, postage, educational materials and other similar costs.
- **Contractual** - Costs associated with the hiring of professional services, and other costs procured through a contract process (counseling, evaluations, accounting, audit or other professional services).
- **Other Direct Operating Costs** - Any direct budget items not included in the above categories (examples telephone, office rent, utilities, personnel bonding, insurance and other similar direct operational costs).
- **Indirect Costs** - Expenses charged to **your organization** by sponsoring entities for administrative overhead. Examples include purchasing and accounting services, human resource support, internal audit and general management activities. **Briefly describe how the indirect cost rate is established.**
- **Total Annual Budget** - Sum total of budget categories



### 7. Current Total Shared Parenting Program Operating Budget Summary.

Using this table submit a detailed itemized budget **for your organization**. Include prior OAG Shared Parenting grant awards and other Shared Parenting-related funding or grant awards. Please use the Comments cell to discuss any circumstances affecting the particular budget category. If portions of your budget are pending due to other grant applications or similar requests, please indicate.

Category	2009 Budget Summary	2010 Budget Summary	Comments
Salaries	52,418.00	51,110.00	Program staff salaries
Fringe Benefits			In-kind contribution
Travel	706.00	2,464.60	Travel for 2 staff members to OAG conference
Supplies	1,350.00	750.00	Office supplies, printing, postage, photocopying, educational materials and similar costs
Contractual	9,400.00	12,000.00	Contract for monitored exchanges and supervised visits
Other Direct Operating Costs		984.40	
Indirect Costs			
<b>Total Annual Budget</b>	<b>63,874.00</b>	<b>63,874.00</b>	

### 8. Proposed Project Budget

In this section, please identify and describe your grant project request. **Only the cost categories listed below are eligible for grant funding.** Use the category descriptions provided in the Request for Applications in Section 7 above (Eligible Sub-grantee Costs).

Category	2011 Requested Amount	2012 Requested Amount	Comments
Salaries	53,796.00	53,796.00	Program staff salaries
Fringe Benefits			In-kind contribution
Travel	800.00	800.00	Travel for 2 staff members to OAG conference
Supplies	750.00	750.00	Office supplies, printing, postage, photocopying, educational materials and similar costs
Contractual	10,000	10,000	Contract for monitored exchanges and supervised visits
Other Direct Operating Costs			
Indirect Costs			
<b>Total Request</b>	<b>65,856.00</b>	<b>65,856.00</b>	

Please complete the attached Detailed Program Budgets as **Attachment A** to this application. **Failure to attach the Detailed Program Budgets may disqualify your application.**

## 9. Grant Match

Describe, in detail, your organization's match for the above-requested funds. Contractors are required to contribute, at a **minimum**, a 10% match for all funds awarded by the OAG. The match may be in the form of non-federal cash or in-kind contributions. The specific matching funds identified below shall not be used for matching purposes with other grants. Contractors shall comply with the provisions of 45 CFR 92.24 in calculating matching funds. **Contractors must report all matching funds *monthly* on claims for reimbursement.**

The cost for benefits for program staff is 28% of salary expense and will serve as the in-kind contribution. Benefits include employer's portion of social security taxes, retirement, life insurance, health/disability insurance, workers' compensation insurance and unemployment taxes.

## 10. Project Budget Narrative

**Fully describe each** of the costs identified above and how they relate to the project's projected outcome. Describe if and how other funds will be used to supplement those identified in your request. If costs, such as telephone monthly service charges, are shared with non-grant related projects, describe how your organization will cost allocate such charges to the grant. **Failure to describe fully the costs identified in the requested grant budget, as listed in Section 8 (Proposed Project Budget) may disqualify your application.**

Employee/Title	Total Salary (FY11)	Contribution to project	Project budget	Benefit cost (in-kind cont.)
Edna Telles, LCSW Division Chief FCS	\$70,514	25%	\$17,628	\$2,814
Josefina Toscano, LBSW FCS access facilitator	\$47,457	30%	\$14,237	\$2,272
Rebecca Gardea, LBSW FCS presenter, cooperative parenting classes	\$61,536	10%	\$ 6,154	\$ 982
Ouisa D. Davis/ Division Chief FLIC/FOC	\$78,433	20%	\$15,687	\$2,504
<b>Total Personnel</b>	<b>\$257,940</b>		<b>\$53,706</b>	<b>\$8,076</b>

Salaries are expected to remain static in FYE12:

Employee/Title	Total Salary (FY12)	Contribution to project	Project budget	Benefit cost (in-kind cont.)
Edna Telles, LCSW Division Chief FCS	\$70,514	25%	\$17,628	\$2,814
Josefina Toscano, LBSW FCS access facilitator	\$47,457	30%	\$14,237	\$2,272
Rebecca Gardea, LBSW FCS presenter, cooperative parenting classes	\$61,536	10%	\$ 6,154	\$ 982
Ouisa D. Davis/ Division Chief FLIC/FOC	\$78,433	20%	\$15,687	\$2,504
<b>Total Personnel</b>	<b>\$257,940</b>		<b>\$53,706</b>	<b>\$8,076</b>

Contractual expense with independent contractors or a qualified entity providing visitation services will

offset the cost of providing monitored exchange and/or visitation services at no cost to IV-D child support program participants in the amount of \$10,000 or up to \$833.33 per month (\$80 p/m for monitored exchanges/\$90.46 per visit for monitored visits). Independent contractors will be paid between \$10 and \$15 dollars p/h who provide visitation services.

Travel, hotel and per diem (\$35.00 p/d) expenses to participate in OAG Child Support conferences and annual meeting for 2 project employees, estimated at \$800.00. If not used, the funds will be redistributed to non-personnel costs.

Office supply costs are budgeted at 25% of total program expense. Supplies purchased for the grant related project will be segregated for use only in relation to the grant objectives and include office supplies, postage and printing costs:

Non-personnel costs	Project Cost
Contract Services	10,000
Travel/Lodging	800
Office Supplies	750
Printing	600
<b>TOTAL</b>	<b>12,150</b>

## 11. Applicant Assurances

The applicant agrees to:

- Comply with the requirements of the Immigrations Reform and Control Act of 1986, 100 Stat. 3359, regarding employment verification and retention of verification forms for any individual(s) hired on or after November 1986.
- Comply with all federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (Public Law 88-352), that prohibits discrimination on the basis of race, color or national origin; Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112) that prohibits discrimination on the basis of handicaps; The American with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each and all requirements imposed by the regulations issued pursuant to these acts.
- Comply with the non-discrimination requirements of Texas Labor Code, Chapter 21, that requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age.
- Comply with environmental standards that may be prescribed pursuant to the mandates of Section 306 of the Clean Air Act (42 U.S.C. Section 1857(h)), Section 508 of the Clean Water Act, the Clean Air Act (33 U.S.C. section 1368), Executive Order 11738, and the regulations of the Environmental Protection Agency at 40 C.F.R. Part 15 that prohibits the use of facilities included on the "List of Violating Facilities" maintained by the Environmental Protection Agency by certain recipients of grants or other moneys provided in whole or in part by the United States Department of Health and Human Services.
- Comply with the provisions of the Drug-Free Work Place Act, 102 Stat. 4304.
- Comply with the provisions of federal law known generally as the Lobbying Disclosure Act of 1995, 109 Stat 691, and the regulations of the United States promulgated pursuant to said law, and shall make all disclosures and certifications as required by law.
- Retain financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted. The records and documents must be retained for a minimum of three years and 90 days after the termination of the grant period. If any litigation, claim, or audit involving these records begins before the three years period expires, the grantee must keep the records and documents for not less than three years and 90 days and until all litigation, claims, or audit findings are resolved.
- Establish a method to secure the confidentiality of records and other information relating to Parents in accordance with the applicable federal law, rules and regulations, as well as the applicable state law and regulations. The provision shall not be construed as limiting the OAG right of access to recipient case records or, other information relating to Parents served under this grant.
- Comply with the provisions of federal law generally known as the Pro-Children Act of 2001 (Public Law 103-277, Part C Environmental Tobacco Smoke).

- Comply with the provisions of Public Law 103-333 requiring issuances and solicitations and other documents describing programs funded in whole or in part with federal funds to indicate the extent to which the program is funded by such federal funds.
- Comply with all provisions of the grant award letter from the United States Department of Health and Human Services relating to this grant and any subsequent rules, procedures or regulations promulgated by the Department relating to grant funds distributed in accordance with the Shared Parenting Grant Program.
- Comply with all applicable provisions of the Uniform Grant Management Standards promulgated by the Texas Governor's Office of Budget and Planning.
- Comply with all provisions of the Shared Parenting Grant Program Request for Applications and attachments.

I certify that the information contained in this application is true and correct.

  
 \_\_\_\_\_  
 Signature of Authorized Official

**COUNTY JUDGE**

\_\_\_\_\_  
 Title

EL PASO COUNTY  
 500 E. SAN ANTONIO, SUITE 301  
 EL PASO, TEXAS 79901

\_\_\_\_\_  
 Address

City, State Zip

(915) 546 2098

\_\_\_\_\_  
 Phone Number

**ANTHONY COBOS**

\_\_\_\_\_  
 Print or Type Name

5/3/10

\_\_\_\_\_  
 Date

COUNTYJUDGE@EPCOUNTY.COM

\_\_\_\_\_  
 Email Address, Website(s)/Social Media

(915) 543 3888

\_\_\_\_\_  
 Fax Number

Proposed

Attachment A  
Detailed Program Budget  
FY11 & FY12

## FY10 Detailed Program Budget

Applicant: **El Paso County Domestic Relations Office**  
 Program Name: **Early Intervention/Access Facilitation Project**  
 FY2011 Amount: **\$65,856**  
 Required 10% Match: **\$6,586**  
 County: **County Receiving Services**  
 City: **El Paso**  
 Contract Period: **September 1, 2010 - August 31, 2011**  
 As of 9/1/10

	Total FY11 AV Award	Organization's Match	Total Project Budget
<b>Salary</b>			
Edna Telles, LCSW	17,628		17,628
Josefina Toscano, LBSW	14,237		14,237
Rebecca Gardea, LBSW	6,154		6,154
Ouisa D. Davis, Attorney	15,687		15,687
	0		0
		0	0
<b>Salary Total</b>	<b>53,706</b>	<b>0</b>	<b>53,706</b>
<b>Fringe</b>			
Edna Telles, LCSW		2,814	2,814
Josefina Toscano, LBSW		2,272	2,272
Rebecca Gardea, LBSW		982	982
Ouisa D. Davis, Attorney		204	204
	0		0
<b>Fringe Total</b>	<b>0</b>	<b>6,272</b>	<b>6,272</b>
<b>Travel</b>			
Annual Required Shared Parenting Conference	800		800
Training	0		0
In-State Mileage	0		0
<b>Travel Total</b>	<b>800</b>	<b>0</b>	<b>800</b>
<b>Supplies</b>			
Office Supplies	375	250	625
Educational Resource materials	375		375
Postage and Printing	600	100	700
<b>Supplies Total</b>	<b>1,350</b>	<b>350</b>	<b>1,700</b>
<b>Contractual</b>			
Visitation Services	10,000		10,000
	0		0
	0		0
<b>Contractual Total</b>	<b>10,000</b>	<b>0</b>	<b>10,000</b>
<b>Other</b>			
	0		0
	0		0
	0		0
	0	0	0
	0		0
			0
			0
<b>Other Total</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Indirect</b>			
N/A	0	0	0
<b>Indirect Total</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total AV Budget</b>	<b>65,856</b>	<b>6,622</b>	<b>72,478</b>

Access/Visitation  
FY10 Detailed Program Budget

Applicant:  
Program Name:  
FY2011 Amount:  
Required 10% Match  
County:  
City:  
Contract Period:

El Paso County Domestic Relations Office  
Early Intervention/Access Facilitation Project  
\$65,856  
\$6,586

County Receiving Services  
El Paso

September 1, 2011 - August 31, 2012  
As of 9/1/11

Attachment A  
as proposed in original  
application  
AC

	Total FY12 AV Award	Organization's Match	Total Project Budget
<b>Salary</b>			
Edna Telles, LCSW			
Josefina Toscano, LBSW	17,628		17,628
Rebecca Gardea, LBSW	14,237		14,237
Ouisa D. Davis, Attorney	6,154		6,154
	15,687		15,687
	0		0
<b>Salary Total</b>	<b>53,706</b>	<b>0</b>	<b>53,706</b>
<b>Fringe</b>			
Edna Telles, LCSW			
Josefina Toscano, LBSW		2,814	2,814
Rebecca Gardea, LBSW		2,272	2,272
Ouisa D. Davis, Attorney		982	982
		204	204
	0		0
<b>Fringe Total</b>	<b>0</b>	<b>6,272</b>	<b>6,272</b>
<b>Travel</b>			
Annual Required Shared Parenting Conference	800		800
Training	0		0
In-State Mileage	0		0
	0		0
<b>Travel Total</b>	<b>800</b>	<b>0</b>	<b>800</b>
<b>Supplies</b>			
Office Supplies			
Educational Resource materials	375	250	625
Postage and Printing	375		375
	600	100	700
<b>Supplies Total</b>	<b>1,350</b>	<b>350</b>	<b>1,700</b>
<b>Contractual</b>			
Visitation Services			
	10,000		10,000
	0		0
	0		0
<b>Contractual Total</b>	<b>10,000</b>	<b>0</b>	<b>10,000</b>
<b>Other</b>			
	0		0
	0		0
	0		0
	0	0	0
	0		0
	0		0
	0		0
<b>Other Total</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Indirect</b>			
N/A			
	0	0	0
	0	0	0
<b>Indirect Total</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total AV Budget</b>	<b>65,856</b>	<b>6,622</b>	<b>72,478</b>



Attachment B  
Letters of Support  
Texas Attorney General Child Support Division  
383<sup>rd</sup> Judicial District Court



ATTORNEY GENERAL OF TEXAS  
GREG ABBOTT  
CHILD SUPPORT DIVISION

Letter of Cooperation – Office of the Attorney General Access and Visitation Grant Program

To: Access and Visitation Grant Review Team

The following organization:

Ouisa D. Davis, Attorney at Law  
County of El Paso Domestic Relations Office  
500 E. San Antonio Avenue, Room LL108  
El Paso TX 79901

has fulfilled the following conditions of collaboration with our office for participation in the Office of the Attorney General's Access and Visitation Grant Program:

1. The applicant has contacted our office to describe the services they plan to provide with Access and Visitation grant funds,
2. The applicant has identified opportunities for OAG customers to access their services to be provided with Access and Visitation grant funds and developed a process for accepting referrals from our local child support office, and
3. The applicant has identified steps they will take, if funded, to work with OAG customers who have access and visitation issues.

You may contact Debra Morgan if you have any questions about the exchange of information our office has had with the applicant.

Debra Morgan  
Senior Regional Attorney  
Child Support Division, Admin 801  
6090 Surety Drive, Suite 250  
El Paso TX 79905  
(915) 779-2388  
[WWW.DEBRA.MORGAN@CS.OAG.STATE.TX.US](mailto:WWW.DEBRA.MORGAN@CS.OAG.STATE.TX.US)



**JUDGE MIKE HERRERA**

383<sup>RD</sup> DISTRICT COURT  
EL PASO COUNTY COURT HOUSE  
500 E. SAN ANTONIO, ROOM 1101  
EL PASO, TX 79901  
(915) 546-2132  
FAX (915) 546-2206

April 26, 2010

**DANIEL A. VALENZUELA, J.D.**  
LAW CLERK

**RAY PEREZ**  
BAILIFF

**JOSE GANDARA**  
COURT COORDINATOR

**MARIA TERESA C. RIVERA**  
ADMINISTRATIVE ASSISTANT

Office of the Attorney General  
Office of Family Initiatives, MC 039  
5500 Oltorff St  
Austin, TX 78741

Re: OAG Access and Visitation Grant, FY2011/2012

Dear Sir or Madam:

As presiding judge of the 383<sup>rd</sup> Judicial District Court, the referring court for ninety-five percent of IV-D child-support cases in El Paso County, it is a pleasure to lend my support to the continued funding of the El Paso County Domestic Relations Office's Early Intervention and Access Facilitation Project.

This project has and will continue to serve as an important tool in improving and increasing parenting time for noncustodial parents involved in the IV-D child support program. It has been of great assistance to the court in addressing the needs for access facilitation in these sometimes complex cases.

I believe that the courtroom education and early intervention is a model concept in visitation enforcement and could become a standard for the State of Texas. I am committed to the continued success of this program and will take all necessary steps to promote it.

If I may be of any assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mike Herrera".

Hon. Mike Herrera  
Judge, 383<sup>rd</sup> Judicial District Court

## CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

  
Signature **ANTHONY COBOS**  
**COUNTY JUDGE**

Title  
EL PASO COUNTY

Organization

<b>Organization Name:</b>		<b>OAG Contract #</b>
El Paso County Domestic Relations Office		11-Cxxxx

Performance Indicator(s)	Annual Target	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Cumulative Achievement	Percent Target Reached
Parenting Order Orientation	600													0	0%
Lit/Legal Services (as necessary)	60													0	0%
Mediation/Access Facilitation	120													0	0%
Counseling (one or both parents)	120													0	0%
Parenting Plan	60													0	0%
Cooperative Parenting Classes	60													0	0%
Forming Families Seminars	40													0	0%
														0	0%
Number of NCPs will serve	450													0	0%
														0	0%
														0	0%
Outcomes:														0	0%
Parenting Time Increased	75%													0	0%
PT not increased	25%													0	0%
														0	0%
<b>Total</b>	<b>1,510</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>

Preparer's Comments:

**Shared Parenting Program  
FY11 Detailed Program Budget**

Contractor:	<b>El Paso County Domestic Relations Office</b>		
Program Name:	<b>Early Intervention/Access Facilitation Project</b>		
FY2011 Amount:	<b>\$55,856</b>		
Required 10% Match	<b>\$5,586</b>		
County:	<b>El Paso</b>		
City:	<b>El Paso</b>		
Contract Period:	<b>September 1, 2010 - August 31, 2011</b>		
	<i>As of 9/1/10</i>		
	<b>Total FY11 SPP Award</b>	<b>Organization's Match</b>	<b>Total Project Budget</b>
<b>Salary</b>			
Edna Telles, LCSW	17,628		17,628
Josefina Toscano, LBSW	14,237		14,237
Rebecca Gardea, LBSW	6,154		6,154
Ouisa D. Davis, Attorney	15,687		15,687
	0		0
		0	0
<b>Salary Total</b>	<b>53,706</b>	<b>0</b>	<b>53,706</b>
<b>Fringe</b>			
Edna Telles, LCSW	0	2,814	2,814
Josefina Toscano, LBSW	0	2,272	2,272
Rebecca Gardea, LBSW	0	982	982
Ouisa D. Davis, Attorney	0	204	204
			0
<b>Fringe Total</b>	<b>0</b>	<b>6,272</b>	<b>6,272</b>
<b>Travel</b>			
Annual Required Shared Parenting Conference	800		800
Training	0		0
In-State Mileage	0		0
<b>Travel Total</b>	<b>800</b>	<b>0</b>	<b>800</b>
<b>Supplies</b>			
Office Supplies	375	0	375
Educational Resource materials	375		375
Postage and Printing	600	0	600
<b>Supplies Total</b>	<b>1,350</b>	<b>0</b>	<b>1,350</b>
<b>Contractual</b>			
<b>Contractual Total</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Other</b>			
			0
			0
			0
			0
			0
			0
			0
<b>Other Total</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Indirect</b>			
N/A	0	0	0
<b>Indirect Total</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total SPP Budget</b>	<b>55,856</b>	<b>6,272</b>	<b>62,128</b>

**Shared Parenting Program  
FY12 Detailed Program Budget**

Contractor:	<b>El Paso County Domestic Relations Office</b>		
Program Name:	<b>Early Intervention/Access Facilitation Project</b>		
FY2012 Amount:	<b>\$55,856</b>		
Required 10% Match	<b>\$5,586</b>		
County:	<b>El Paso</b>		
City:	<b>El Paso</b>		
Contract Period:	<b>September 1, 2011 - August 31, 2012</b>		
	<small>As of 9/1/11</small>		
	<b>Total FY11 SPP Award</b>	<b>Organization's Match</b>	<b>Total Project Budget</b>
<b>Salary</b>			
Edna Telles, LCSW	17,628		17,628
Josefina Toscano, LBSW	14,237		14,237
Rebecca Gardea, LBSW	6,154		6,154
Ouisa D. Davis, Attorney	15,687		15,687
	0		0
		0	0
<b>Salary Total</b>	<b>53,706</b>	<b>0</b>	<b>53,706</b>
<b>Fringe</b>			
Edna Telles, LCSW	0	2,814	2,814
Josefina Toscano, LBSW	0	2,272	2,272
Rebecca Gardea, LBSW	0	982	982
Ouisa D. Davis, Attorney	0	204	204
			0
<b>Fringe Total</b>	<b>0</b>	<b>6,272</b>	<b>6,272</b>
<b>Travel</b>			
Annual Required Shared Parenting Conference	800		800
Training	0		0
In-State Mileage	0		0
<b>Travel Total</b>	<b>800</b>	<b>0</b>	<b>800</b>
<b>Supplies</b>			
Office Supplies	375		375
Educational Resource materials	375		375
Postage and Printing	600		600
<b>Supplies Total</b>	<b>1,350</b>	<b>0</b>	<b>1,350</b>
<b>Contractual</b>			
<b>Contractual Total</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Other</b>			
			0
			0
			0
			0
			0
			0
			0
			0
<b>Other Total</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Indirect</b>			
N/A	0	0	0
<b>Indirect Total</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total SPP Budget</b>	<b>55,856</b>	<b>6,272</b>	<b>62,128</b>