



COMMISSIONERS COURT COMMUNICATION

AGENDA DATE : June 11, 2012

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO 2012-0176
(IF APPLICABLE):

SUBJECT: Approve and authorize the County Judge to execute Interlocal Agreement with the City of El Paso to provide case management services to youth in the county to prevent the risk and/or reduce the likelihood of entry into the juvenile justice system through oversight and development of case management services to track and link youth referred to municipal court for class C citations and/or school related issues.

BACKGROUND/DISCUSSION OF TOPIC: To include statutory requirement, operational impact, or performance goal.

The El Paso County JPD was awarded grand funding under Amendment Number One for the 2012-2013 biennium in the amount of \$72, 122.000 from the Texas Juvenile Justice Department, Grant S, to address the needs of at risk youth via the Prevention and Intervention Demonstration Project which aims to prevent or intervene on at-risk behaviors that lead to delinquency, truancy, dropping out of school, or referral to the juvenile justice system of youth who are ages six (6) through seventeen (17). Through a series of community based services the El Paso County JPD will initiate services that target at risk youth in conjunction with community stakeholders. The City of El Paso is one community stakeholder that has been incorporated into the identified services through Grant S. The Municipal Court will be responsible for hiring a Juvenile Case Manager who will target intervention services at youth most at risk for dropping out with the focus on youth ages 14-17 who also possess at least two (2) of 13 identified risk factors. The Municipal Court, will ensure that the Juvenile Case Manager promotes compliance with El Paso Municipal Court judicial orders and collect and compile outcome data and performance measures pursuant to this Agreement and the terms of the Grant. The Municipal Court will track data and report on the outcomes and goals projected under the terms of the Grant for 45 youth identified as being at risk, outcomes shall include school attendance, truancy issues, school referrals for class disruption/violation of school rules, as well as completion rate with court ordered conditions as outlined through the municipal courts.

FISCAL IMPACT:

No fiscal impact to the County or JPD. Services will be provided under a grant award from the Texas Juvenile Justice Department

PRIOR COMMISSIONERS COURT ACTION (IF ANY):

N/A

RECOMMENDATION:

Approve agreement between the County of El Paso and the City of El Paso for case management services under the TJJD Grant S Prevention and Intervention Services.

COUNTY ATTORNEY APPROVAL

The attached 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.

COUNTY ATTORNEY: Christina Sanchez

LEGAL REVIEW: APPROVED AS TO FORM AS SUBMITTED

LEGAL REVIEW NOTES (If Applicable):

DATE: 6/5/2012

SUBMITTED BY:	Roger Martinez, Chief Juvenile Probation Officer
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**INTERLOCAL AGREEMENT BETWEEN
EL PASO COUNTY ON BEHALF OF THE
EL PASO COUNTY JUVENILE PROBATION DEPARTMENT
AND
THE CITY OF EL PASO
ON BEHALF OF THE EL PASO MUNICIPAL COURTS
UNDER AMENDMENT NUMBER ONE TO THE
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT S
FOR THE 2012-2013 BIENNIUM**

THIS AGREEMENT is made by and between the COUNTY OF EL PASO, (hereinafter referred to as "County"), on behalf of the El Paso Juvenile Probation Department, (hereinafter referred to as "JPD") and the City of El Paso, ("hereinafter "City") on behalf of the El Paso Municipal Courts (hereinafter referred to as "Municipal Courts"), under the authority and in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code. This Agreement is made under Amendment Number One to an award from the Texas Juvenile Justice Department, Grant S, for the 2012-2013 biennium, dated March 15, 2012 (hereinafter "Grant"), attached here as **Attachment A**. In consideration of the terms, provisions, and mutual promises herein contained which fairly compensate the performing Party, the Parties agree as follows:

RECITALS

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, the County and the City are local governments as defined in Texas Government Code, Section 791.003 and have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the County and the City recognize that a consolidated effort in the coordination of services to meet the needs of juveniles will result in a cost savings and is in the best interest of the citizens of the County of El Paso; and

WHEREAS, the JPD, has received total grant funding under Amendment Number One for Fiscal Year 2012 in the amount of \$72,122.00 and for Fiscal Year 2013 in the amount of \$144,244.00 (subject to deposit and appropriation from the TJJD), from the Texas Juvenile Justice Department to address the needs of at-risk youth via the Prevention and Intervention Demonstration Project which aims to prevent or intervene on at-risk behaviors that lead to delinquency, truancy, dropping out of school, or referral to the juvenile justice system of youth who are ages six (6) through seventeen (17) and their families; and

WHEREAS, the Municipal Courts have an intervention and diversion program that provides sentencing alternatives in the form of education based programming; and

WHEREAS, as a result of funding received by the JPD under the Grant the Municipal Courts will strengthen its intervention and diversion program, a program that serves as an alternative to formal court proceedings, by monitoring juvenile cases more closely with the hiring of a Juvenile Case Manager and retaining jurisdiction over youth who have two or more prior Class C convictions; and

WHEREAS, the goal of the JPD's and Municipal Courts Intervention and Prevention Program is to accurately identify youth at risk of juvenile justice involvement and increase protective factors to reduce the likelihood of delinquent acts leading to formal involvement with the juvenile justice system; and

WHEREAS, as a result of accurately identifying youth at risk of juvenile justice involvement, the following will be documented and reported by the Municipal Courts in eligible youth: 15% increase in participant school attendance among those with truancy issues, 15% decrease in participant formal school referrals for class disruption/violation of school rules, 15% increase in participant completion rate with court ordered conditions as outlined through the Municipal Court, and a 15% decrease in number of participant referrals received from municipal/justice of the peace courts for contempt to the JPD; and

WHEREAS, payments under the Grant and monitored by the JPD will only be made as allowable under the terms of the Grant agreement; and

WHEREAS, the City agrees to accept the responsibility to adhere to all pertinent federal, state and local laws or regulations.

WHEREAS, the County and the City specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party; and

NOW THEREFORE, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

A. PURPOSE OF AGREEMENT.

1. The purpose of this Agreement is to allow the JPD and the Municipal Courts to fully implement the Prevention and Intervention Demonstration Project from the Texas Juvenile Justice Department by establishing specific terms and conditions whereby the Municipal Courts shall strengthen its intervention and diversion program via the hiring a Juvenile Case Manager, thereby retaining jurisdiction of repeat offenders with two or more prior Class C convictions and providing effective alternatives, treatment and close surveillance of juvenile cases to reduce recidivism and lessen the impact on the juvenile courts.

B. DUTIES OF JPD

1. The JPD shall implement the Grant as required by the Texas Juvenile Justice Department Grant Guidelines (**See Attachment A**).
2. The JPD shall be responsible for the dissemination of available Grant funds to the City for the activities described in Section C of this Agreement.

3. The JPD shall pay to the City funds awarded for the services described in Section C of this Agreement in an amount not to exceed \$23,608.00 for Fiscal Year 2012 (March 15, 2012 – August 31, 2012) and \$47,216.00 for Fiscal Year 2013 (September 1, 2012 – August 31, 2013), subject to appropriation and deposit of State funds for the continuation of the Grant. This amount is for salary/fringe; travel and training; and supplies associated with a juvenile case manager position in the Municipal Courts with the City of El Paso. All reimbursement requests submitted by the City must be supported by valid invoices or other supporting documentation of financial liability in the City's files or other documentation acceptable to the JPD.
4. The JPD shall ensure that the Juvenile Case Manager receive training on bullying prevention so that the Juvenile Case Manager may in turn ensure that an anti-bullying presentation is provided to at least 45 youth participants (ages 11-13) and to at least 45 youth participants (ages 14-17) under this Agreement.
5. The JPD shall ensure that the Juvenile Case Manager receive Strengthening Families Training so that the Juvenile Case Manager may in turn ensure that Strengthening Families is provided to at least 45 youth participants, to include their parents/guardians, (ages 11-13) and to at least 45 youth participants, to include their parents/guardians, (ages 14-17) under this Agreement.
6. The JPD shall provide a presentation and overview to Municipal Court representatives at a time agreeable to both parties on contract compliance pursuant to this Agreement and terms of the Grant.
5. The JPD shall designate, Angelique Gaxiola, or her successor as the point of contact between the JPD and the City for information related to this Agreement.

C. DUTIES OF MUNICIPAL COURTS

1. The Municipal Court will be responsible for hiring a Juvenile Case Manager who will target intervention services at youth most at risk for dropping out with the focus on youth ages 14-17. Eligible youth indentified for services under the terms of this Agreement and Grant must possess at least two of the following risk factors: 1) low income family, 2) welfare dependence, 3) history of family dysfunction, 4) incarcerated parent/guardian, 5) single parent household 6) history of trauma, abuse and/or neglect, 7) history of substance use/abuse, 8) teen parent, 9) poor academic performance, 10) poor school attendance and/or at risk of dropping out, 11) school referral history for violence, gang activity, and/or class disruption, 12) two or more referrals to a local magistrate and/or justice of the peace for truancy and/or class attendance, and 13) parent/family/caregiver history of mental health issues.
2. The Municipal Court, will ensure that the Juvenile Case Manager promote compliance with El Paso Municipal Court judicial orders and collect and compile outcome data and performance measures pursuant to this Agreement and the terms of the Grant.

3. The Municipal Court will track data and report on the outcomes and goals projected under the terms of the Grant. Outcomes shall include the percentage in participants school attendance among those with truancy issues, percentage in participants formal school referrals for class disruption/violation of school rules, percentage in participants completion rate with court ordered conditions as outlined through truancy court, and percentage in number of participant referrals from municipal and/or justice of the peace courts for contempt to the JPD (**Attachment B**).
4. The Municipal Court shall ensure that the Juvenile Case Manager will serve at least 45 youth ages 11-13 with intervention services designed to strengthen family resiliency and increase protective factors through community presentation and linkages that will provide counseling assessments, services, life skills case management and/or community presentation on bullying, strengthening families and decision making.
5. The Municipal Court shall ensure that the Juvenile Case Manager will serve at least 45 youth ages 14-17 with intervention services designed to strengthen resiliency skills and enhance protective factors through educational awareness, positive peer group/activities, case management services and community service learning projects as well as community linkages and presentation.
6. The City, on behalf of the Municipal Court, shall require that the Juvenile Case Manager maintain a time and activity report. Time shall be recorded to the nearest quarter hour. The City, on behalf of the Municipal Court, shall indicate a clear calculation in how the Juvenile Case Manager's time was computed and shall provide the County a copy of all such reports in its supporting documentation to the County in its invoices pursuant to Section F of this Agreement.
7. The City, on behalf of the Municipal Court, agrees that it will comply with all provisions of the Grant and provide to the JPD any information that the JPD will need to submit reports as required under the Grant.
8. Gaby Valle, City of El Paso, Municipal Courts, or her successor shall oversee the above duties.

D. MONITORING

1. Outcome reports, as referenced in Section C. Par. 3 of this Agreement, must be completed and returned to the JPD's Contract Coordinator, Angelique Gaxiola (angaxiola@epcounty.com) or her successor, on a quarterly basis (August 2012, November 2012, February 2013, May 2013 and August 2013).
2. Monthly reports for youth participating in the program must be provided via e-mail to JPD's Contract Coordinator, Angelique Gaxiola (angaxiola@epcounty.com) or her successor no later than 10 working days from the last day of the month. (**Attachment C**).

E. TERM AND TERMINATION; NOTICE.

1. This Agreement shall be effective as of March 15, 2012, regardless of the date of execution by all parties and shall remain in effect until August 31, 2013 or unless otherwise agreed to by the parties.
2. Either party may terminate this Agreement upon ten (10) days written notice with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. The City, on behalf of the Municipal Courts, may invoice JPD for all services completed and shall be compensated in accordance with the terms of this Agreement for services performed prior to the date specified in such notice. Notice must be sent via certified return receipt requested to the following parties:

To the County: Veronica Escobar, County Judge
El Paso County Courthouse
500 E. San Antonio, Room 301
El Paso, Texas 79901

With a copy to JPD: Roger Martinez, Chief
Juvenile Probation Officer
6400 Delta Drive
El Paso, Texas 79905

City of El Paso: Joyce Wilson
City Manager
City of El Paso
#2 Civic Center Plaza
10th floor of City Hall
El Paso, Texas 79901

With a copy to the Municipal Courts: Richarda Duffy Momsen
Municipal Clerk
City of El Paso
#2 Civic Center Plaza
2nd floor of City Hall
El Paso, Texas 79901

3. As determined in the reasonable judgment of the JPD, failure of the City to comply with any provisions of this Agreement or a failure to achieve set goals/and/or outcomes or failure of the City to properly administer subcontracts and take appropriate corrective action in the event of violations of subcontracts may be considered a material breach of this Agreement and may result in withholding, suspension or reduction in payments or in immediate termination of this Agreement as well as refund of payments. The City may be ineligible to enter into future agreements with JPD.

F. COMPENSATION AND PAYMENT PROCESS

1. As consideration for the performance by City of its duties under this Agreement, the JPD agrees to pay the City from current revenues available under the Grant in an amount not to exceed \$23,608.00 for Fiscal Year 2012 and \$47,216.00 for Fiscal Year 2013 (subject to availability of State Funds). This amount is for salary/fringe; travel and training; and supplies associated with a juvenile case manager position in the Municipal Courts with the City of El Paso. This Agreement does not obligate the County to pay any money to the City other than for the services described in this Agreement.
2. The City shall submit to JPD invoices bearing the City's letterhead. Invoices and supporting documentation must be submitted no later than ten (10) working days from the last day of the month for which payment is requested to the El Paso County Juvenile Probation Accounting Department. Invoices not timely submitted shall not be paid. Letterhead shall contain an accurate mailing address and telephone number where a City and/or Municipal Court representative can be reached during normal business hours. The City's invoice must indicate an invoice number and contract number 2012-0176.
3. The City shall send invoices to JPD. JPD will verify the services performed by the City. If approved, JPD will then process the invoice for payment through the El Paso County Auditor's Office. The El Paso County Auditor's Office will verify all supporting documentation and generate a check to the City. Payment for services with State funds will be identified on the check with a note "TJJD STATE FUNDS". The City shall maintain separate accounting records for the receipt and expenditure of any and all State funds received. The County shall make payments thirty (30) days after receipt to County, unless the County contests the invoice or unless the City has expended the total amount of the allocated consideration pursuant to this Agreement. In the event that the County receives an invoice which when added to previous payments made pursuant to this Agreement results in a cumulative total that exceeds the County's total allotted consideration pursuant to this Agreement, then the County shall not be obligated to pay the invoice in full, but shall only pay that portion of the invoice that when added to the City's previous payments, equals the County's total obligation pursuant to this Agreement. All invoices and records of services rendered pursuant to this Agreement shall be made available for inspection upon request by the County.
4. **This Agreement is conditional upon, subject to and contingent upon receipt of adequate State funding to meet the liabilities of this Agreement. The City shall have no cause of action against the County, El Paso County Juvenile Board or JPD in the event JPD is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Grant funding to JPD.**

G. GENERAL TERMS AND CONDITIONS

1. Confidentiality of Records. Records and information relating to juveniles may be shared between the entities only in compliance with federal, state and local requirements. The parties expressly acknowledge and agree that each entity retains ownership of its records and information and that records and information shared between and among the entities in

connection with this Agreement, shall remain confidential and shall not be made public or otherwise disseminated without the consent of the entity that owns the documents or information. The Parties acknowledge that the services provided under this Agreement are subject to federal and state laws, rules and regulations relating to, among other subjects, the confidentiality or security of patient information, including but not limited to, the Health Insurance Portability and Accountability Act of 1996, and regulations there under as may be amended from time to time (“HIPAA”) and rules and regulations adopted by the Texas Department of State Health Services, which are related to substance abuse services and published in Title 25 of the Texas Administrative Code.

2. Allowability of Costs. Except as specifically modified by law, the County and the City shall comply with all laws, regulations, government policies, and contractual obligations in expending funds under this Agreement or the Grant.
3. Audits. The City shall maintain and make available for inspection, audit or reproduction, upon reasonable notice, by an authorized representative of the Federal Government, the State of Texas or El Paso County, books, documents and any other evidence pertaining to the cost and expenses for this Agreement, hereinafter called the “Records”.
4. Record Retention. The City shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted, the records and comments must be kept for a minimum of five (5) years after the end of the contract period. If any litigation claim or audit involving these records commences before the three (3) year period expires, the City, on behalf of the Municipal Courts, must keep the records and documents for not less than three (3) years or until all litigation, claims or audit findings are resolved whichever is later.
5. No Waiver of Immunity. Each Party reserves, and does not waive, its respective rights of immunity and similar rights and does not waive its rights under the applicable statutes. The County, El Paso County Juvenile Board and JPD, as governmental entities under the laws of the State of Texas, retain their full sovereign and governmental immunity in executing this Agreement and performing any services hereunder. Nothing in this Agreement shall waive, limit or restrict the County’s, El Paso County Juvenile Board or JPD’s sovereign or governmental immunity to suit or damages.
6. Legal Relationship; Liability. Nothing contained herein shall be construed as creating the relationship of employer and employee, or principal or agent, among the Parties. Each Party to this Agreement will be responsible for its own actions in providing services under this Agreement. The City shall be liable to the JPD for the full amount of any funds received pursuant to the terms of this Agreement which the City knowingly accepts or disburses in violation of the terms and conditions herein.
7. Amendments. This Agreement may be amended by mutual agreement of all Parties hereto in writing to be attached to and incorporated into this Agreement.

8. Legal Construction; Severability. In case anyone or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or un-enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
9. Public Information Act. If any party receives a Public Information Act request related to this Grant award the Party must immediately notify the remaining parties and notify and provide a copy to the Texas Juvenile Justice Department upon request.
10. Venue. This Agreement is entered into in the City and County of El Paso, Texas, and shall be governed and construed under the laws of Texas. Venue shall be in El Paso County, Texas.
11. Waiver. Failure of either party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such right or rights, and rights granted hereunder are in addition to those available under law and equity.
12. Severability. All agreements, covenants, or provisions contained herein are severable, and in the event any of them shall be held invalid, this Agreement shall be interpreted as though such invalid agreement, covenant or provisions was not contained herein.
13. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

IN WITNESS WHEREOF, the parties execute this Agreement on June _____, 2012.

THE COUNTY OF EL PASO

Attest:

Hon. Veronica Escobar
County Judge

County Clerk

Date: _____

Approved as to Form for County

Asst. County Attorney

CITY OF EL PASO

By _____
Joyce Wilson
City Manager

Date: _____

APPROVED AS TO CONTENT:

By _____
Roger Martinez
JPD Chief Juvenile Probation Officer

Date: _____

APPROVED AS TO CONTENT:

By _____
Richarda Duffy Momsen
Municipal Clerk

Date: _____



**Texas Juvenile Justice Department
State Financial Assistance Contract
2012 - 2013 Biennium**

Amendment Number One

This is Amendment Number One to the State Financial Assistance Contract for the 2012 – 2013 Biennium between the State of Texas, represented by and through the Texas Juvenile Justice Department, hereinafter called "the Department", and the juvenile board of **EL PASO** County/Judicial District hereinafter called the "Grantee". In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the Grantee, for the consideration hereinafter detailed, make the following amendment.

**Article I.
PURPOSE AND SCOPE OF AMENDMENT**

The purpose of Amendment Number One is to delineate the duties of the Department and the Grantee regarding the distribution, receipt and expenditure of grant funding for the Prevention and Intervention Demonstration Project which aims to prevent or intervene in at-risk behaviors that lead to delinquency, truancy, dropping out of school, or referral to the juvenile justice system of youth who are ages six (6) through seventeen (17) and their families. All provisions in the 2012 - 2013 Biennium State Financial Assistance Contract and any fully executed amendments thereto that do not conflict with the provisions of Amendment Number One remain in full force and effect.

**Article II.
Amendments to Article II
INCORPORATED DOCUMENTS AND DOCUMENT INCORPORATED BY REFERENCE**

Article II, Section 2.1, Subsection 2.1.1 is amended by adding Paragraph 2.1.1.4 to read as follows:

2.1.1.4 Exhibit D. *Prevention and Intervention Demonstration Project (Amendment One)*.

Article II, Section 2.2, Subsection 2.2.1 regarding the Texas Juvenile Justice Department Compliance Resource Manual, is amended by adding Grant S – 2012 – 2013 Biennium – Prevention and Intervention Demonstration Project, a multi-page document which is attached hereto and incorporated by reference.

**Article III.
Amendments to Article IV
OBLIGATIONS AND RESPONSIBILITIES OF THE DEPARTMENT
PREVENTION AND INTERVENTION DEMONSTRATION PROJECT**

Article IV, Section 4.1 is amended by adding Subsection 4.1.4 to read:

4.1.4 **Distributions of Prevention and Intervention Funds.** The Department shall process and approve, to the extent funds are available, two equal payments during fiscal year 2012. The first distribution shall be in an amount not to exceed **\$36,061** upon timely submission of the *Prevention and Intervention Demonstration Project Plan* and a fully executed Amendment One. The second equal distribution shall be paid in the month of June 2012. The total amount distributed to the Grantee shall be approved in accordance with the requirements or limitations established by the Department. The Department shall confirm funding eligibility upon review of the Grantee's submission of the *Prevention and Intervention Demonstration Project Plan* and related supporting documentation.

For the faithful performance of the terms of this Contract, the parties hereto in their capacities as stated, execute this Contract, affix their signatures and bind themselves.

THE STATE OF TEXAS, Acting By and Through The Texas Juvenile Justice Department

By: _____ Typed Name: Judy Garza-Ybarbo
Title: Contract Administrator Date: _____

GRANT RECIPIENT, The Juvenile Board of EL PASO

By: [Signature] Typed Name: Hon. Yahara Lisa Gutierrez
(Juvenile Board Chairperson)
Title: 65th District Court, Judge Date: 3-21-12

By: [Signature] Typed Name: Roger Martinez
(Chief Administrative Officer)
Title: Chief Juvenile Probation Officer Date: 03/20/12

By: [Signature] Typed Name: Edward A. Dion
(Fiscal Officer)
Title: County Auditor Date: 3/22/12

Dut

EXHIBIT "D1"
JUVENILE BOARD RESOLUTION
(With Prior Chair Authorization)

STATE OF TEXAS

Know All Men By These Present

COUNTY OF EL PASO

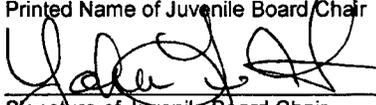
On this the 20 day of March, 2012, the following matter came up for consideration, approval and execution by Hon. Y.L. Gutierrez, the Juvenile Board Chair on behalf of the Juvenile Board of **EL PASO** County/Judicial District.

Whereas, the Texas Juvenile Justice Department has made available funding appropriated by the 82nd Texas Legislature to provide prevention and intervention funding to prevent or intervene in at-risk behaviors that lead to delinquency, truancy, dropping out of school, or referral to the juvenile justice system of youth who are ages six (6) through seventeen (17) and their families under the Prevention and Intervention Demonstration Project; and

Whereas, the Juvenile Board believes that execution of Amendment Number One to the 2012-2013 Biennium State Financial Assistance Contract will further the interests of juvenile justice in this county and are in support of this resolution;

Therefore Be It Resolved that the Juvenile Board Chairman, Hon. Yahara L. Gutierrez be, and is hereby, authorized to sign this Resolution and execute the above referenced Contract as the act and deed of the Juvenile Board of **EL PASO** County/Judicial District.

Hon. Yahara Lisa Gutierrez
 Printed Name of Juvenile Board Chair


 Signature of Juvenile Board Chair

3-21-12
 Date Signed



Texas Juvenile Justice Department

4900 North Lamar Boulevard, Austin, Texas 78751
 P.O. Box 12757, Austin, Texas 78711
 Telephone: 512.424.6130 or 512.424.6700
 Facsimile: 512.424.6010 or 512.424.6717

BOARD MEMBERS

Scott W. Fisher, Chair
 Bedford, Texas

The Honorable John Brieden III
 Brenham, Texas

Joseph Brown
 Sherman, Texas

The Honorable Carol Bush
 Waxahachie, Texas

Jane Anderson King
 Canyon, Texas

Rob Kyker
 Richardson, Texas

Michael Meade
 Simonton, Texas

Mary Lou Mendoza
 San Antonio, Texas

Dr. Rene Olvera
 San Antonio, Texas

The Honorable Laura Parker
 San Antonio, Texas

The Honorable Jimmy Smith
 Midland, Texas

Calvin Stephens
 Dallas, Texas

Melissa Weiss
 Bellville, Texas

EL PASO COUNTY

March 15, 2012

Dear Chief Martinez,

Congratulations! It is my pleasure to notify you that your request for funds to address the needs of at-risk youth in your community will be awarded. We received many excellent and creative proposals, making the review committee's decisions very difficult. This committee of internal and external stakeholders took great care to balance the types of programming, the documented need, the number of youth to be served, the geographical representation and size of counties, the plan for implementation, and the amount of funding requested with the overall amount of funds available.

Your county's application for funds has been approved through the Grant Manager online application system. Please log in to that system to learn the details of your award. Your county's awards may be less than you requested due to the intrinsic funding limitations of demonstration grants, proposed changes in your programming, or exclusion of disallowable costs. If you have questions about the amount of your grant, please contact Bill Monroe at (512) 424-6708 or by email at bill.monroe@tjjd.texas.gov.

The amount approved is the annual amount budgeted for your program. To fund the remainder of this fiscal year, the amendment for your contract will be for half of that annual amount. One-quarter of the full amount will be sent to you upon receipt of the signed amendment. The other one-quarter will be sent in three months. Funding for FY 2013 has been planned and allocated, however the actual distribution of funding will be contingent upon satisfactory implementation of your programs.

We are excited about this important endeavor to make positive, lasting, and meaningful differences in the lives of children, youth, and adolescents who are at risk of becoming involved with the juvenile justice system. Tracy Levins, Ph.D., manager of prevention and intervention services, will be working closely with you as you implement, develop, and monitor your programs. If you have questions or need immediate assistance, please contact Tracy at (512) 424-6033 or email her at tracy.levins@tjjd.texas.gov.

Thank you for your commitment to the children, youth, and families of Texas and your willingness to help them become responsible, lawful, and productive citizens.

Sincerely,

Cheryl K. Townsend
 Cheryl K. Townsend
 Executive Director



Texas Juvenile Probation Commission
**State Financial Assistance Contract
 and General Grant Requirements**
 2012 - 2013 Biennium

This is an agreement between the State of Texas, represented by and through the Texas Juvenile Probation Commission, hereinafter called the "Commission", and the juvenile board of _____ County, hereinafter called the "Grantee". In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Commission and the Grantee, for the consideration hereinafter detailed, make the following agreements.

I. **PURPOSE AND SCOPE OF CONTRACT.** The purpose of this State Financial Assistance Contract, hereinafter referred to as, the "Contract" between the Commission and the Grantee is to delineate the duties and responsibilities of both the Commission and the Grantee regarding the distribution, receipt and expenditure of state financial assistance funding under the applicable individual grants referenced herein.

II. **INCORPORATED DOCUMENTS.**

2.1. **Incorporated Documents.** The following documents are an integral and necessary part of this Contract and are hereto attached and incorporated herein by reference:

2.1.1. **Exhibits.**

2.1.1.1. Exhibit A. *General Grant Requirements for the Distribution and Expenditure of State Financial Assistance*

2.1.1.2. Exhibit B. *Juvenile Board Resolution*

2.1.1.3. Exhibit C. *Commitment Reduction Program Resolution (Acceptance)*

2.1.2. **Appendices.**

2.1.2.1. Appendix I. *Expenditure Guidelines*

2.2. **Documents Incorporated by Reference.** The following documents are incorporated by reference into this Contract and the provisions are binding on the Grantee.

2.2.1. **Texas Juvenile Probation Commission Compliance Resource Manual (CRM).** The Texas Juvenile Probation Commission *Compliance Resource Manual*, hereinafter referred to as the "*Compliance Resource Manual*" is a multi-chapter, two-volume resource document available online at the Commission website that details the expected outcomes, mandatory requirements and interpretations of all agency grant requirements and agency administrative law found in Title 37 Texas Administrative Code, Chapters 341 - 359 or successor provisions which may be amended or adopted during the term of this Contract. Volume 1 of the Compliance Resource Manual sets forth the standards, interpretations and compliance verification procedures of the Commission's administrative law. Volume 2 sets forth the general requirements applicable to the distribution and expenditure of state financial assistance funding and the specific grant requirements applicable to each individual grant. The Compliance Resource Manual also contains objective criteria and standard procedures for verifying compliance,

programmatic requirements, time frames for administrative law or grant non-compliances as well as overall performance measures for juvenile probation services and juvenile justice programs.

- 2.2.2. **Requests for Proposals.** All Commission Requests for Proposals (RFPs) and/or Requests for Application (RFAs) that solicit applications in connection with any individual grant hereunder shall be incorporated by reference.
- 2.2.3. **Contract Structure.** The State Financial Assistance Contract is a unified contract that sets forth the basic requirements, duties and responsibilities of the Commission and the Grantee. This Contract contains the general requirements applicable to the distribution, expenditure, and administration of state financial assistance funding and grants. It is supplemented by the Compliance Resource Manual, described in Subsection 2.2.1, that has been incorporated by reference into this Contract. The Compliance Resource Manual, which includes the general grant requirements hereinafter referred to as "General Grant Requirements" incorporated as Exhibit "A", as well as the provisions relating to the particular type of grant(s) received by Grantee under this Contract, referred to as the "Individual Grant Requirements". The General Grant Requirements specified in the State Financial Assistance Contract contains provisions that are applicable to state financial assistance funding and each individual grant awarded or distributed under this Contract. Additionally, each individual grant, identified by name and by letter, outlines the provisions relating to requirements for the administration of the particular grant. The State Financial Assistance Contract, which includes the General Grant Requirements and the applicable individual grant provisions made part of the Compliance Resource Manual, should to the extent there is no conflict, be read and interpreted as a single document. The Grantee shall be bound by the duties, responsibilities and requirements of each part of this Contract. If any specific provision contained in the General Grant Requirements conflicts with any provisions in the individual grant, the specific individual grant provision controls.
- 2.2.4. **Expenditure Guidelines.** A set of guidelines that establish the general principles for determining the allowable costs incurred by the Grantee under grants, contracts and other agreements with the Commission utilizing state funding. The Expenditure Guidelines are incorporated by reference as an appendix to the General Grant Requirements. To the extent there is no conflict with the specific individual grant provisions, the Expenditure Guidelines shall control.
- 2.2.5. **Grant Manager Web Application.** Grant Manager is a web-based system developed to facilitate the online administration and management of the State Financial Assistance Contract and Individual Grants. The Grantee shall utilize the Grant Manager system as directed by the Commission to complete fiscal processes associated with this Contract such as the online submission of the budget application, individual grant plans and program expenditure reports. The Grantee shall submit a *Grant Manager User Authorization Form* [TJPC-FIS-12-10] in the format specified by the Commission in order to gain secure access to the Grant Manager system. The Commission shall establish the minimum system requirements necessary for the Grantee to access the online application.

III. **DEFINITIONS.** The following words and terms, when used in this Contract shall have the following meanings, unless the context clearly indicates otherwise.

- 3.1. **Authorized Designee.** An authorized designee is any person, entity, state agency or federal agency to whom authority has been contractually or statutorily delegated to act in cooperation or consultation with the Commission regarding any program or service provided under any individual grant, (e.g., Texas State Auditor's Office, Texas Comptroller's Office, private auditors, Department of Family and Protective Services, Department of State Health Services, Department of Aging and Disability Services, etc.).
- 3.2. **Chief Administrative Officer.** Regardless of the title, the person hired by a juvenile board who is responsible for oversight of the day-to-day operations of a juvenile probation department including the juvenile probation department of a multi-county judicial district.
- 3.3. **Complaint Management and Tracking System.** The Complaint Management and Tracking System (CMTS) is a secure online database designed to centralize the filling of general complaints involving juvenile justice facilities, programs and services in the state of Texas.

- 3.4. **Fiscal Officer.** A county or district auditor or treasurer or their designee provided the designee is a qualified accountant or bookkeeper.
- 3.5. **Inter-County Transfer Officer.** The person designated by the chief administrative officer to act as the contact person for all matters involving the transfer of juvenile probation supervision between counties.
- 3.6. **Juvenile Supervision Officer.** An individual who holds an active juvenile supervision officer certification and whose primary responsibility and essential function is the supervision of juveniles in a juvenile justice program or juvenile justice facility.
- 3.7. **Juvenile Justice Program.** A juvenile justice program, as defined in Texas Family Code Section 261.405, is a non-residential program operated for the benefit of juveniles referred to a juvenile probation department that is either directly administered by the juvenile probation department or is operated under contract with a juvenile board. A juvenile justice program does not include any program operated in a facility that is licensed or operated by a state agency other than a facility registered with the Texas Juvenile Probation Commission.
- 3.8. **Juvenile Probation Services.** Juvenile probation services means services provided to juvenile offenders under the jurisdiction of the juvenile court by or under the authority of the Grantee and provided by the juvenile probation department or other entity, including services contracted with third-party service providers, in response to a policy or directive instituted by the governing juvenile board or an order issued by a juvenile court and under the court's direction, including:
- 3.8.1. Protective services;
 - 3.8.2. Prevention of delinquent conduct and conduct indicating a need for supervision;
 - 3.8.3. Diversion;
 - 3.8.4. Deferred prosecution;
 - 3.8.5. Foster care;
 - 3.8.6. Counseling;
 - 3.8.7. Supervision;
 - 3.8.8. Diagnostic, correctional and educational services; and
 - 3.8.9. Services provided by a juvenile probation department that are related to the provision of services, operation of a secure pre-adjudication detention facility, a short-term detention facility (holdover), a secure post-adjudication correctional facility, a non-secure residential treatment facility, a juvenile justice alternative education program or a juvenile justice program as defined in Texas Family Code Section 261.405.
- 3.9. **Project Director.** The individual designated by the juvenile board, usually the Chief Administrative Officer, who is responsible for the administration and coordination of grant funds in accordance with the terms of this Contract, the Compliance Resource Manual and any general or specific requirements.

IV. OBLIGATIONS AND RESPONSIBILITIES OF THE COMMISSION.

- 4.1. **Payments to the Grantee.** In consideration for the mutual agreements contained in this Contract, the Commission shall pay the Grantee the following grant amounts:

- 4.1.1. **Monthly Payments.** Grant payments for the following grants shall be made during the term of this Contract in eleven (11) monthly installments during each state fiscal year in the 2012-2013 biennium. The first payment to the Grantee will be 16.7 percent of the total grant amount and each of the remaining 10 payments shall be 8.33 percent of the total. The funding during the second fiscal year of the grant period shall not be less than the first fiscal year of the grant period which is detailed below: Prior to the commencement of fiscal year 2013, the Commission shall provide written notice of any subsequent allocation amounts that may be available to the Grantee.
- 4.1.1.1. State Financial Assistance Fund (Grant "A") in the amount of ().
- 4.1.1.2. Border Children's Justice Project (Grant "B") in the amount of ().
- 4.1.1.3. Commitment Reduction Program (Grant "C") in the amount of ().
- 4.1.1.4. Delta Boot Camp Program (Grant "D") in the amount of ().
- 4.1.1.5. Special Needs Diversionary Program (Grant "M") in the amount of () to fund officers.
- 4.1.2. **Special Provision.** Grantees who have received funding derived from the acceptance of Amendment 14 to the State Financial Assistance Contract for the 2010-2011 biennium shall adhere to the provisions of this Contract and the JJAEP Program (Grant W).
- 4.1.3. **Reimbursement Payments.** The Commission shall, to the extent funds are available, reimburse the Grantee for eligible claims presented for payment provided that the requirements for reimbursement have been met to the satisfaction of the Commission. All claims under this Contract can only be made for the period this Contract is in effect. Reimbursement programs include the following:
- 4.1.3.1. Title IV-E Federal Foster Care Program (Reimbursement) (Grant "E"). In accordance with the requirements found in Office of Management and Budget Circular A-87 and Code of Federal Regulations 1356.60 as further detailed in the specific grant requirements, the Commission shall reimburse the Grantee the maximum federal dollar share for the following: foster care maintenance claims for eligible juvenile probation children, direct administrative claims, and enhanced administrative claims. Upon review and approval of supporting documentation, the Commission shall reimburse the Grantee as requests for reimbursement are presented for payment provided there is sufficient Title IV-E grant award authority against which to process presented claims and providing said funds are being reimbursed to the Commission by Texas Department of Family and Protective Services (TDFPS) via the interagency agreement. To be eligible for reimbursement, all costs must be reasonable, allowable and properly allocated for support of the foster care program. A direct or enhanced administrative claim is not eligible for reimbursement if the basis of the claim has funding from any other federal source. All claims under this contract can only be made for the period this contract is in effect. The Commission shall reimburse the Grantee only for allowable costs.
- 4.1.3.2. JJAEP Program (Reimbursement) (Grant "P"). Grantees eligible for reimbursements under Grant "P" shall receive a share of the initial \$1,500,000 distribution based on each Grantee's share of the total juvenile population for each school year for the current contract period. Additional funds will be distributed at the rate of \$79 per eligible student attendance day for students that are required to be expelled pursuant to Chapter 37 of the Texas Education Code and meet the individual grant requirements. The Grantee will not be able to receive the second tier of funding until the initial amount allocated is earned at the rate of \$79 per eligible student attendance days. Payments to the

Grantee by the Commission shall be limited to no more than 180 days of operation during each regular school year for the current contract period.

V. GENERAL DUTIES AND RESPONSIBILITIES OF GRANTEE.

- 5.1. **General.** The general duties, obligations and responsibilities of the Grantee are delineated and set forth in this document, in the provisions of the State Financial Assistance Contract, which includes the General Grant Requirements and the individual grant provisions made part of the Compliance Resource Manual governing any grant awarded or distributed under this Contract.
- 5.2. **Compliance Resource Manual.** The Grantee shall be bound by all administrative law promulgated by the Commission (i.e., standards) as codified in Title 37 Texas Administrative Code Chapters 341- 359 or any successor provisions which may be amended or adopted during the term of this Contract. The Commission may provide a Compliance Resource Manual (CRM) to the Grantee as a reference document to detail the monitoring policies, practices, procedures and requirements of the Commission. The CRM shall govern all monitoring policies, procedures and methodologies to be implemented by the Commission.
- 5.3. **Compliance Systems.** The Grantee shall implement and use the required compliance systems as well as adhere to the policies, procedures and requirements relating to the following formalized or automated systems designed to track and enforce administrative law:
- 5.3.1. **Compliance Monitoring, Enforcement and Tracking System.** The Compliance Monitoring, Enforcement and Tracking System (COMETS) is an automated internal system developed by the Commission that consists of an extensive database to track, among other things, non-compliances, monitoring reports, citations, corrective actions and sanctions imposed by the Commission. Grantee shall use COMETS to respond to any citation of non-compliance.
- 5.4. **Notice of Suit.** The Grantee shall notify the Commission within five (5) calendar days if the Grantee, the Grantee's county (or counties for judicial districts), the juvenile probation department, juvenile probation services, and/or its employees, contractors or service providers are named as party in a civil or criminal law suit, where the law suit relates to the operation of a juvenile probation department, juvenile justice program, secure juvenile pre-adjudication detention facility, short-term detention facility (i.e., holdover), secure post-adjudication correctional facility or other facility operated by or under the authority of the Grantee.
- 5.5. **Privatization of Juvenile Probation Services, Juvenile Justice Programs and Facilities.** If the Grantee chooses to enter into any subcontract with any public or private person or entity for the provision of administration or programmatic services in juvenile justice programs and facilities, the Grantee shall ensure that the qualifications of the subcontractor are adequate to ensure the subcontractor shall perform and meet the terms of this Contract and the provisions contained herein in their entirety. All subcontracts entered into by the Grantee shall be in writing and shall be subject to all applicable requirements contained in this Contract with the Commission and any requirements in Texas law applicable to said contracts. The Grantee shall be solely responsible to the Commission for the performance of any subcontractor under this Contract.
- 5.6. **Health and Safety of Youth.** Grantee shall provide juvenile probation programs and services to serve the youth under the jurisdiction of the juvenile court or courts within the Grantee's jurisdiction and shall ensure all programs, services and facilities provide adequate health and safety protections, procedures, and policies for all youth being served. The Commission may issue a Non-Compliance Citation Report (NCCR), cease or suspend funding or impose any other sanctions available under administrative rules or other applicable laws for failure to protect the health and safety of youth.

VI. ACCOUNTING, REPORTING, AUDITING REQUIREMENTS AND FINANCIAL ASSURANCES FOR GRANT FUNDS.

- 6.1. The Grantee shall follow the accounting, reporting, auditing and financial assurance requirements contained in the provisions of the State Financial Assistance Contract, which includes the General Grant Requirements and the individual

grant provisions of this Contract for which the Grantee receives funding from the Commission. The Grantee shall maintain supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable Commission and State of Texas requirements.

- 6.2. The Grantee understands that acceptance of funds under the 2012-2013 Biennium State Financial Assistance Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency and the Commission or its designee to conduct an audit or investigation in connection with any funds distributed under this contract. Grantee shall cooperate fully with the State Auditor's Office or its successor and the Commission or its authorized designee in the conduct of the audit or investigation, including providing all records requested. The Grantee shall ensure that this clause concerning the authority to audit funds and the requirement to cooperate is included in any subcontract it awards.

VII. GENERAL PROVISIONS, SANCTIONS AND PENALTIES.

- 7.1. **Term.** This Contract shall be in force from September 1, 2011 through August 31, 2013.
- 7.2. **Funding Availability.** This Contract is at all times subject to state appropriations. The Commission makes no express or implied representation or guarantee of continued or future funding under this Contract. The Commission has, as of the date of the execution of this Contract, obtained all requisite approvals and authority to enter into and perform its obligations under this Contract, including without limitation, the obligation to make the initial payment or payments required to be made under this Contract on the date or dates upon which such initial payment or payments may otherwise be disbursed during the current contract period, (i.e., September 1, 2011 through August 31, 2013). With respect to any subsequent payment which may be required to be made under this Contract in any subsequent fiscal year during the term of this Contract, the Grantee acknowledges that the Commission's authority to make such subsequent payments is contingent upon appropriation to the Commission by the Texas Legislature of funds sufficient for such purpose or may otherwise be contingent upon the availability of funds to the Commission for such purpose. If for any reason the State of Texas or the federal government terminates its appropriation through the Commission or fails to pay the full amount of the allocation for the operation of any grant or reimbursement program hereunder or the funds are otherwise unavailable, this Contract may be terminated, either in whole or in part, or reduced immediately and without penalty. Upon termination or reduction of the Contract, any funds already paid to the Grantee with an unexpended balance shall be returned to the Commission. In any event, no liability shall be incurred by the Commission or by the State of Texas for damages or any other amount which may be caused or associated with such termination. The Commission shall not be required to give prior notice.
- 7.3. **Entire Agreement.** This Contract and all documents incorporated herein by reference pursuant to Sections 2.1 and 2.2, and any other incorporated documents constitute the complete and final agreement between the Commission and the Grantee. Any other oral or written agreements between the parties concerning the subject matter of this agreement have no force or effect after the effective date of this Contract.
- 7.4. **Successor Agency.** A reference to the Texas Juvenile Probation Commission (Commission) or the Texas Youth Commission is a reference to any successor agency or entity that may come into existence during the term of this Contract. All rights, duties and obligations set forth herein shall be unaffected as to the parties to this Contract and shall transfer to the successor of the Texas Juvenile Probation Commission in all respects.
- 7.5. **Notice.** Except as expressly provided herein, any notice required or permitted to be given under this Contract shall be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

GRANTEE
CHIEF JUVENILE PROBATION OFFICER

TEXAS JUVENILE PROBATION COMMISSION

Mailing Address:

P.O. Box 13547

Austin, Texas 78711

Attention: Chief Financial Officer

Physical Address:

4900 N. Lamar

Austin, Texas 78751

The notice shall be effective on the date of delivery.

7.6. Sanctions and Penalties.

- 7.6.1. **Withholding of Payments.** Notwithstanding anything to the contrary herein, the Grantee acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein, or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.
- 7.6.2. **Withholding of Future Payments.** If the Grantee fails to reimburse the Commission for discovered unallowable expenditures, the Commission may withhold future payments under any grant received pursuant to this Contract until the unallowable costs have been completely reimbursed.
- 7.6.2.1. **Notice and Hearing.** The Commission shall provide reasonable notice and conduct a hearing before the Commission Board prior to permanently suspending payment due under this Contract. The administrative determination rendered by the Commission Board is final.
- 7.6.3. **Ineligibility for Future Grants.** The Grantee may become ineligible for future grants of any kind from the Commission under the following circumstances:
- 7.6.3.1. The Grantee, its staff, employees, designees or contractors are found by the Commission to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly gave false statements to any Commission employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.
- 7.6.3.2. The Grantee, its staff, employees, designees or contractors are found by the Commission to have intentionally or knowingly violated any provision of this Contract.
- 7.6.4. **Debarment, Suspension or Ineligibility.** By execution of this Contract, the Grantee certifies that it is not otherwise presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal or state department or agency from participation in the State Financial Assistance Contract or any individual grant authorized hereunder.
- 7.6.5. **Force Majeure.** The Commission may grant relief from performance of the Contract if the Grantee is prevented from performance by act of war, order of legal authority, Act of God, or other unavoidable cause not attributable to fault or negligence of the Grantee. The burden of proof for the need of such relief shall rest upon Grantee. To obtain release based on force majeure, the Grantee shall file a written request with the Commission.

- 7.7. **Termination.** The Commission shall have the option to terminate this Contract, or any portion thereof, as a result of the Grantee's failure to comply with or abide by any covenant, assurance, term(s) or condition(s) of this Contract, including the grant requirements made part of the Compliance Resource Manual or other documents incorporated by reference. In addition, the Commission shall have the option to request reimbursement of any funds already received by the Grantee or withhold any future funds in connection with this Contract or any portion thereof, if the Grantee fails to comply or abide by any covenant, assurance, pertinent attachment(s), term(s) or condition(s) of this Contract including the grant requirements made part of the Compliance Resource Manual.
- 7.7.1. **Termination For Cause.** In addition to other provisions herein allowing termination, this Contract may be terminated under the following circumstances:
- 7.7.1.1. By either party if the other party fails to perform or comply with any covenant, term or condition of this Contract;
- 7.7.1.2. By the Commission, if the Grantee knowingly and intentionally submits falsified or fraudulent documents or reports or makes false representations, certifications or assurances relating to this Contract or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or
- 7.7.1.3. This Contract may be terminated immediately by the Commission, when the life, health, welfare or safety of individuals served by or under the authority of the Grantee is endangered or could be endangered either directly or indirectly through the Grantee's intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the Commission of "Reason to Believe" in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.
- 7.7.2. **Termination Without Cause.** This Contract may be terminated by either party upon sixty (60) calendar days' notice to the other party of its intent to terminate this Contract.
- 7.7.3. **Termination By Mutual Agreement.** The Commission and the Grantee may mutually agree to termination of this Contract at any time.
- 7.8. **Hold Harmless.**
- 7.8.1. **Grant Programs.** The Grantee shall be solely responsible for the safety and welfare of the juveniles participating in any program or service funded through the grants received by the Grantee under this Contract. The Grantee shall, to the extent allowed under the Constitution and the laws of this state, hold harmless the State of Texas, the Commission, its board members, employees and designees from any liability that results from the operation of any program funded in whole or in part with funds received under this Contract.
- 7.9. **Governing Law.** This Contract is being executed and delivered in the State of Texas. This Contract is intended to be performed in the State of Texas and the laws of Texas shall govern the validity, construction, enforcement and interpretation of this Contract. Prior to seeking a judicial review, the Grantee shall exhaust all administrative remedies including, but not limited to, those described under Section 7.9 below. Proper venue for any litigation arising from this Contract shall be in Travis County, Texas.
- 7.10. **Administrative Remedies.** The Grantee agrees that any dispute, controversy or claim arising out of or relating to unallowable expenditures under this Contract, whether during or after its term, shall be submitted to an administrative review before the Commission's Board. To initiate the process, the Grantor shall submit a written notice, in accordance with terms set forth herein, to the Commission's Executive Director or designee. Said notice shall specifically request a board review and state the nature of the dispute, controversy or claim. A copy of the notice shall be provided to all other members of the Commission's Board and the Grantee or designee otherwise entitled to notice under this Contract. A board review under this provision shall be a condition precedent to the filing of a contested case proceeding under the Administrative Procedure Act, Texas Government Chapter 2001. In the event the parties are unable to resolve the matter

Texas Juvenile Probation Commission

through the Commission's administrative review process, either party may then elect to resolve the dispute or claim as a contested case. This use of the administrative review process and/or a proceeding under the Administrative Procedure Act shall not be construed to adversely affect any right a party may have to a judicial review. Neither the execution of this Contract by the Grantor nor any other conduct of any other representative of the Commission relating to the Contract shall be considered a waiver of sovereign immunity to suit.

- 7.11. **Authority to Bind the Commission.** This Contract is not binding upon the Commission unless and until it has been executed by Vicki Spriggs, the Commission's Executive Director, or an authorized designee.
- 7.12. **Grantee's Authority.** The person or persons signing and executing this Contract on behalf of the Grantee, or representing themselves as signing and executing the Contract on behalf of the Grantee, guarantee that they have been fully authorized by the Grantee to execute the Contract on behalf of the Grantee and to validly and legally bind the Grantee to all the terms and provisions contained in this Contract. Evidence of this authority to contract is attached to this Contract as the *Juvenile Board Resolution*, Exhibit "A" that shall be adopted in compliance with the Texas Open Meetings Act as codified in Texas Government Code Chapter 551.
- 7.13. **Assignability.** No assignment of this Contract or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.
- 7.14. **Amendments.** Any amendment to this Contract must be in writing and signed by the Commission and the Grantee to be valid and effective.
- 7.15. **Extension.** This Contract may not be extended beyond the period of appropriation.

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General Grant Requirements for the Distribution and Expenditure of State Financial Assistance

I. GRANT DESCRIPTION.

- A. The State Financial Assistance Fund provides assistance to local juvenile boards to support the provision of basic juvenile probation services, community corrections, and juvenile justice programs to assist the juvenile board in adhering to the Texas Juvenile Probation Commission's (Commission) standards and policies. This grant shall fund the development of community-based probation programs and services for juveniles at risk of commitment to the Texas Youth Commission (TYC) including jailable misdemeanor and felony offenders under the supervision of the juvenile court. These general grant requirements, incorporated into the State Financial Assistance Contract as Exhibit "A", apply to the distribution and expenditure of the State Financial Assistance Fund and related individual grants.

II. GENERAL GRANT DEFINITIONS.

- A. **Active Juvenile Officer Certification.** An officer shall be required to maintain an active certification in order to perform the duties of a juvenile probation officer or juvenile supervision officer. The individual and the employing department shall ensure that all requirements under Chapter 344 are met in order to maintain the certification in active status.
- B. **Authorized Designee.** An authorized designee is any person, entity, state agency or federal agency to whom authority has been contractually or statutorily delegated to act in cooperation or consultation with the Commission regarding any program or service provided under any individual grant, (e.g., Texas State Auditor's Office, Texas Comptroller of Public Accounts Office, Department of Family and Protective Services, Department of State Health Services, Department of Aging and Disability Services, U.S. Department of Justice, U.S. Bureau of Justice Statistics, private auditors, etc.).
- C. **Caseload.** The juveniles for which a certified juvenile probation officer is authorized under the Commission's standards to provide probation supervision and services.
- D. **Community-Based Program.** Community-based program refers to an array of rehabilitation services for juvenile offenders and their families provided in local communities, including, but not limited to, non-residential and residential services, transition programs and services, and aftercare programs.
- E. **Foreign Authorities.** Foreign authorities may include consulate officers as well as the respective law enforcement, children service, social service and immigration service agencies in the areas served by the Border Children's Justice Project outside the continental United States.
- F. **Foreign National.** A juvenile who is a citizen of Mexico or a country in Central or South America and not a United States citizen.
- G. **Formal Referral.** A formal referral occurs when all three of the following conditions exist:
1. Delinquent conduct, conduct indicating a need for supervision or violation of probation was allegedly committed;
 2. The juvenile probation department has jurisdiction and venue; and
 3. Either face-to-face contact occurs with the office or official designated by the Grantee or written or verbal authorization to detain the juvenile is given by the office or official designated by the juvenile court.
- H. **Juvenile Justice Program.** A program operated for the benefit of juveniles referred to the juvenile probation department that is wholly or partly operated by the juvenile board or by a private vendor under contract with the juvenile board. As defined in Texas Family Code Section 261.405, this term also includes juvenile justice alternative education programs (JJAEPs) and non-residential programs that serve juveniles that have been referred to the juvenile probation department and who are under the jurisdiction of the juvenile court. A juvenile justice program does not include any program operated in a facility that is licensed or operated by a state agency other than a facility registered with the Commission.

- I. **Juvenile Probation Officer (JPO).** An individual whose primary responsibility and essential job function is to provide juvenile probation services and supervision duties authorized under statutory and agency administrative law that can only be performed by an active certified juvenile probation officer in good standing with the Commission.
- J. **Juvenile Probation Services.** Juvenile probation services means services provided to juvenile offenders under the jurisdiction of the juvenile court by or under the authority of the Grantee and provided by the juvenile probation department or other entity, including services contracted with third-party service providers, in response to a policy or directive instituted by the governing juvenile board or an order issued by a juvenile court and under the court's direction, including:
1. Protective services;
 2. Prevention of delinquent conduct and conduct indicating a need for supervision;
 3. Diversion;
 4. Deferred prosecution;
 5. Foster care;
 6. Counseling;
 7. Supervision;
 8. Diagnostic, correctional and educational services; and
 9. Services provided by a juvenile probation department that are related to the provision of services or operation of a pre-adjudication secure detention facility, a short-term secure detention facility (i.e., holdover), a post-adjudication secure correctional facility, a non-secure correctional facility, a residential child-care facility, a juvenile justice alternative education program or a juvenile justice program as defined in Texas Family Code Section 261.405.
- K. **Juvenile Supervision Officer (JSO).** An individual whose primary responsibility and essential job function is the supervision of juveniles in a juvenile justice program or juvenile justice facility.
- L. **Non-Residential Services.** A service or program provided to a juvenile who has not been placed in a residential facility or a service or program provided to a juvenile who has been placed in a residential setting, but the service or program is not included in the cost per day for the juvenile's placement. The following services/programs are considered non-residential including:
1. Psychological, psychiatric and other professional diagnostic, evaluation and therapeutic treatment services;
 2. Medical and dental diagnosis, evaluation, treatment and supplies;
 3. Mental health diagnosis, treatment and supplies;
 4. Vocational and educational fees and supplies;
 5. Transportation and meals;
 6. Clothing and personal hygiene supplies; and
 7. Other non-residential services and programs.

- M. **Non-Secure Correctional Facility.** A facility, other than a secure correctional facility, that accepts only juveniles who are on probation and that is operated by or under contract with a governmental unit, as defined by Section 101.001, Civil Practice and Remedies Code.
- N. **Out-of-State Residential Placement Facility.** Any residential child-care or residential placement facility in a state outside of Texas, both public and private that is licensed, regulated or certified by a governmental entity in the state where the facility is located.
- O. **Post-Adjudication Secure Correctional Facility.** A secure facility administered by a juvenile board or a privately operated facility certified by the juvenile board that includes construction and fixtures designed to physically restrict the movements and activities of the residents and is intended for the treatment and rehabilitation of juveniles who have been adjudicated.
- P. **Pre-Adjudication Secure Detention Facility.** A public secure facility administered by a juvenile board or a privately operated facility certified by the juvenile board that includes construction and fixtures designed to physically restrict the movements and activities of juveniles or other individuals held in lawful custody and is intended for the temporary placement of any juvenile or other individual who is accused of having committed an offense and is awaiting court action, an administrative hearing or other transfer action.
- Q. **Prevention and Early Intervention Services.** Programs and services intended to prevent or intervene in at-risk behaviors that lead to delinquency, truancy, dropping out of school, or referral to the juvenile justice system.
- R. **Progressive Sanctions Model.** The Progressive Sanctions Model is a set of recommended graduated dispositional guidelines defined in the Texas Family Code Chapter 59. The Model provides uniform and consistent standards in juvenile case dispositions, taking into account the seriousness of conduct, history of delinquent conduct, previous interventions, special treatment/training needs and special circumstances of the juvenile.
- S. **Project Coordinator.** A person that is responsible for coordinating the delivery and provision of services by the Border Children's Justice Project. The coordinator must be familiar with the laws, culture and resources of Mexico, Central America and South America.
- T. **Recommendation.** Recommendation means the most appropriate course of action or option that the probation officer and department recommend or present to the juvenile court as a dispositional alternative for a juvenile offender that is in the best interest of the juvenile and society in the professional judgment of the probation officer.
- U. **Residential Child-Care Facility.** A facility licensed or certified by the Texas Department of Family and Protective Services to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers. The term includes child-care institutions, child-placing agencies, foster group homes, foster homes, agency foster group homes, and agency foster homes. This also includes a residential child-care facility licensed and/or operated by or under the authority of another governmental entity under the laws of this state or another state.
- V. **Residential Services.** Residential services means the provision of services to a juvenile that has been placed in a pre-adjudication secure detention facility, a short-term secure detention facility (i.e., holdover), a post-adjudication secure correctional facility, a non-secure correctional facility, a residential child-care facility or an out-of-state residential placement facility.
- W. **Staff Services.** Staff services means:
1. Salaries and fringe benefits for staff employed by the juvenile probation department under the direction of the Grantee;
 2. Travel reimbursement for juvenile probation department staff for the provision of juvenile probation services, juvenile justice programs and administration; and

Texas Juvenile Probation Commission

3. Operating expenses for the juvenile probation department (e.g., postage, telephone, office supplies, printing and other costs, etc.) directly related to juvenile probation services, juvenile justice programs and administration.
- X. **Service Provider.** A service provider is a public or private vendor that is funded in whole or in part using grant funds and obligated under the terms of a procurement contract with the Grantee to provide goods and/or services for the operation, management or administration of juvenile probation services and juvenile justice programs.

III. **PERFORMANCE MEASURES.**

- A. **Goal.** The goal of the Commission's grants is to reduce delinquency, increase offender accountability and rehabilitate juvenile offenders through a comprehensive, coordinated community-based juvenile probation system.
- B. **Program Objective.** The objective of the Commission's grants shall be to provide, develop and support community-based juvenile probation services and programs and to ensure the delivery of safe and effective juvenile probation programs and services that adhere to Commission's standards and policies while maximizing juvenile outcomes.
- C. **Program Performance.** Grantee performance shall be determined using the following measures:
 1. Total formal referrals in each year of the grant period;
 2. Average daily population of juveniles under deferred prosecution and probation supervision in each year of the grant period;
 3. Number of placements in secure and non-secure residential post-adjudication facilities in each year of the grant period;
 4. Percentage of juveniles under deferred prosecution and probation supervision participating in a community-based program in each year of the grant period;
 5. Number of juveniles committed to the Texas Youth Commission (TYC) in each year of the grant period;
 6. Number of juveniles aged 10 to 16 certified as an adult in each year of the grant period;
 7. Percentage of TYC eligible offenders disposed to TYC; and
 8. One, two and three year re-referral/re-arrest and incarceration recidivism rates for juveniles beginning supervision, beginning a program and leaving a post-adjudication residential facility.

IV. **PROGRAMMATIC COMPONENTS.**

- A. **Requests for Information.** The Grantee shall fully and promptly comply with all reporting requirements and requests for information issued by the Commission or its authorized designee that are required under any grant or that are necessary for any legislative requests for information, audit surveys or studies which may be undertaken by the Commission or its authorized designee or any office or agency for or on behalf of the state of Texas. The Grantee shall provide any information requested by the Commission or its authorized designee in the format requested or supplied by the Commission. The Grantee shall ensure that its staff, interns, volunteers and subcontractors comply in a timely and complete manner with all the Commission's requests for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections. The Grantee shall ensure that it complies with the Commission's or its authorized designee's requests for information arising out of any other investigation being conducted by the Commission or its authorized designee that involves the Grantee's juvenile probation department or any juvenile justice program operated in whole or part by the Grantee or operated by a private vendor operating under the Grantee's authority. The Grantee shall ensure that it complies in a timely manner with requests by the Commission or its authorized designee for financial information, records and documents related to evaluating costs of programs and services provided by the Grantee's probation department. The Grantee shall timely submit, in the manner and format specified by the Commission, any files or records of the Grantee's juvenile probation department or any facility or program operated by or under the authority of

the Grantee that may be requested by the Commission or its authorized designee as a part of the monitoring, auditing or investigatory process.

1. **Agency Proceedings and Investigations.** The Grantee shall require all employees, interns, volunteers, subcontractors and private vendors paid in whole or part with state funds to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the Commission considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.
 2. **Agency Subpoena Power.** The Grantee shall comply with the provisions of Human Resources Code Section 203.008 or other applicable law which authorizes the Commission to issue subpoenas, receive evidence and gather information that the Commission deems necessary for the investigation of abuse, neglect, or exploitation allegations, complaints, financial and programmatic audits of juvenile probation programs, services and facilities, including juvenile justice alternative education programs or any other matter under its authority.
- B. **Compliance with Agency Administrative Law.** The Grantee shall comply with all the Commission's administrative rules contained in Title 37 Texas Administrative Code that are applicable or become applicable during the term of the grant to the Grantee, the juvenile probation departments and any juvenile justice programs, juvenile probation services and facilities operated or provided by or under the authority of the Grantee.
- C. **Legal Compliance.** The Grantee shall comply with all applicable state and federal laws that may affect operations of the Grantee, the juvenile probation departments and any juvenile justice programs, services and facilities operated by or under the authority of the Grantee. The receipt of state funds shall be contingent upon compliance with the laws set forth herein and any other federal, state and local laws which may be applicable. The Grantee shall acknowledge that the citation of specific state and federal laws herein shall not be construed as a comprehensive listing of all applicable laws with which the Grantee may be required to comply.
1. **Federal and State Juvenile Law Compliance.** The Grantee shall comply with all requirements of federal law related to juveniles including, but not limited to, the *Juvenile Justice and Delinquency Prevention Act of 2002*. The Grantee shall comply with all procedural and substantive requirements of the Juvenile Justice Code found in Title 3 of the Texas Family Code and Texas Human Resources Code Chapters 142, 152, and 200.
 2. **Federal Law Compliance.** The Grantee shall comply with all relevant federal statutes and amendments thereto as well as all requirements imposed by the regulations issued pursuant to those statutes, specifically including, but not limited to, the following:
 - a. **Non-discrimination Statutes.** The Grantee shall comply with the following federal statutes relating to non-discrimination and all requirements imposed by the regulations issued pursuant to such acts. Relevant laws include, but are not limited to, the following:
 - i. *Title VII of the Civil Rights Act of 1964* (Title VII), which prohibits discrimination on the basis of race, color, religion, national origin, or sex;
 - ii. *The Pregnancy Discrimination Act*, an amendment to Title VII, which prohibits discrimination in employment on the basis of pregnancy;
 - iii. *The Age Discrimination in Employment Act of 1967 (ADEA)*, which prohibits discrimination on the basis of age;
 - iv. *The Genetic Information Non-Discrimination Act of 2008 (GINA)*, which prohibits discrimination in employment on the basis of genetic information.
 - v. *The Family and Medical Leave Act of 1993 (FMLA)*, as amended, which provides an employee with job-protected, unpaid family leave in certain circumstances;

Texas Juvenile Probation Commission

- vi. *The Equal Pay Act of 1963 (EPA)*, which prohibits sex-based discrimination in pay between men and women performing similar work under similar conditions in the same establishment;
 - vii. *The Uniformed Services Employment and Reemployment Rights Act of 1993 (USERRA)*, which provides reemployment protection for and prohibits discrimination against uniformed service personnel;
 - viii. *The Americans with Disabilities Act of 1990 (ADA)*, which prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation and telecommunications;
 - ix. *The Rehabilitation Act of 1974*, which prohibits discrimination on the basis of disability;
 - x. *The Drug Abuse Prevention, Treatment and Rehabilitation Act*, which prohibits discrimination on the basis of drug abuse;
 - xi. *The Public Health Service Act of 1912*, as amended by the *Alcohol and Drug Abuse Amendments of 1983*, relating to confidentiality of records of persons undergoing treatment for alcohol and drug abuse;
 - xii. *The Pro-Children Act of 1994*, as amended, which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act; and
 - xiii. Any other statute(s) under which application for federal assistance is being made and any other non-discrimination statute(s) which may apply to a grant.
- b. **Employment Verification Statutes.** The Grantee shall comply with the requirements of the *Immigration Reform and Control Act of 1986*, regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services for or under the authority of the Grantee.
- c. **Labor Statutes.** The Grantee shall comply with the minimum wage and maximum hours provisions of the *Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970*, as applicable.
- d. **Medicaid Act.** The Grantee shall comply with the Medicaid Act, which prohibits the use of federal funds to provide medical care or services to an inmate in a correctional facility.
- e. **Education-Related Statutes.** The Grantee shall comply with all federal statutes relating to education for children and all requirements imposed by the regulations issued pursuant to such acts. Relevant laws include, but are not limited to, the following:
- i. *Individuals with Disabilities Education Act (IDEA)*, which requires children with disabilities receive appropriate education in the least restrictive environment appropriate to their individual needs.
 - ii. *Federal Family Education Rights and Privacy Act (FERPA)*, relating to the accessibility and disclosure of school records.
 - iii. *Title IX of the Education Amendments of 1972 (Title IX)*, which prohibits discrimination on the basis of sex in educational and extra-curricular programs.
- f. **Institutional Rights Statutes.** The Grantee shall comply with all federal statutes relating to conditions of confinement and the elimination and reduction of prison rape, abuse, neglect, and exploitation in correctional institutions and all requirements imposed by the regulations issued pursuant to such acts. Relevant laws include, but are not limited to, the following:

Texas Juvenile Probation Commission

- i. *Prison Rape Elimination Act of 2003 (PREA)*, which establishes a zero-tolerance standard against sexual assault of incarcerated persons and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing offenders.
 - ii. *Civil Rights of Institutionalized Persons Act (CRIPA)*, which authorizes the U.S. Attorney General to investigate conditions of confinement in State and local government-operated adult and juvenile institutions to determine if the conditions jeopardize the health and/or safety of the residents and to initiate litigation when warranted.
 - iii. Any other statute(s) under which application for federal assistance is made and any other institutional rights statutes which may apply to a grant.
3. **State Law Compliance.** The Grantee shall comply with all Texas state laws specifically including, but not limited to:
- a. The *Texas Commission on Human Rights Act (TCHRA)*, as amended, which prohibits employment discrimination in virtually all aspects of employment in Texas;
 - b. The Texas Family Code Section 261.101 and Section 261.401, which require the reporting of all suspected cases of child abuse, neglect and exploitation of a child to local law enforcement or regulatory authorities;
 - c. The Texas Family Code, Section 231.006, which provides that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials or services or receive a state-funded grant or loan;
 - d. The Texas Family Code, Chapter 60, which contains the *Uniform Interstate Compact on Juveniles* pertaining to, among other things, the out-of-state placement and return of runaways and juvenile absconders on probation or parole;
 - e. The Texas Government Code, Chapter 783, which contains the *Uniform Grant Management Standards (UGMS)* that promote the efficient use of public funds and establishes uniform grant and contract administration procedures. The Uniform State Assurances contained in UGMS shall be incorporated by reference herein;
 - f. The Texas Government Code, Chapter 552, which requires that all information collected, assembled or maintained by the Grantee must be maintained in compliance with the *Public Information Act*, unless expressly prohibited by law;
 - g. The Texas Government Code, Chapter 551, which requires all regular, special or called meetings of a governmental body, shall be conducted in accordance with the *Texas Open Meetings Act*, except as otherwise provided by law or specifically permitted in the Texas Constitution;
 - h. *The Architectural Barriers Act*, Article 9102, Texas Civil Statutes, which requires that public buildings and facilities constructed, renovated or modified using state funds or funds of any political subdivision shall be accessible to and functional for persons with disabilities; and
 - i. The Texas Government Code, Section 441.187(b), county records retention schedule, or other applicable statute or regulation which prohibits the destruction of a record made the subject of any litigation, claim, negotiation, audit, open records request, administrative review or other action before the expiration of a retention period established by the Texas State Library and Archives Commission or in the approved records retention schedule adopted by the agency.
4. **Behavioral Health Screening.** The Grantee shall ensure that the behavioral health screening instrument selected by the Commission, the *Massachusetts Youth Screening Instrument, Second Version (MAYSI-2)* or an alternate screening instrument approved by the Commission, is administered to each juvenile in accordance with Title 37, Texas Administrative Code Chapters 341 and 343 or successor provisions.

5. **Assessment.** The Grantee shall ensure that each juvenile's need for supervision and services is considered and evaluated prior to case disposition using a validated risk and needs assessment instrument or process provided or approved by the Commission. The Grantee shall ensure that the risk and needs assessment instrument is administered in accordance with Section 221.003(b) of the Human Resources Code.
6. **Compliance with Performance Measures.** The Grantee shall adhere to the minimum performance measures established by the Commission based on the Grantee's historic performance of services. The Grantee shall report, in the format specified by the Commission, on the Grantee's success in meeting the performance targets. This provision applies to grants for services other than basic probation services.
7. **Memoranda of Understanding and Agreements.** The Grantee shall comply with the requirements established by the Commission to implement the terms and conditions of any interagency memorandum of understanding, agreement or activity mandated by statutory law or administrative rule.
8. **Departmental Policies and Procedures.** The Grantee shall promulgate and enforce certain departmental policies and procedures specifically including the following:
 - a. **Workplace AIDS/HIV Guidelines.** The Grantee shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information that is consistent with the confidentiality guidelines published by the Texas Department of State Health Services and with state and federal law and regulations for its employees and for children referred to juvenile court. The Grantee shall comply with the Texas Health and Safety Code Section 85.113 and 85.115, relating to workplace and confidentiality guidelines regarding AIDS and HIV, respectively.
 - b. **Equal Employment Policies.** The Grantee shall operate as an equal opportunity employer and shall not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services, programs or activities. The Grantee shall promulgate and enforce written departmental policies prohibiting harassment of employees on the basis of race, color, national origin, sex, religion, age or disability.
 - c. **Abuse, Neglect and Exploitation Reporting.** The Grantee shall ensure that any employee, intern volunteer, contractor or service provider of a juvenile justice program, facility or juvenile probation department who witnesses, learns of, or receives an oral or written statement from an alleged victim or other person with knowledge or a reasonable belief as to the occurrence of an alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program shall report to the Commission and local law enforcement as required by statutory and administrative law contained in the Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358 or successor provisions which may be amended or adopted during the term of this Contract. The Grantee and its agents shall make the report by telephone or by faxing or emailing a completed *TJPC Incident Report Form* [TJPC-ANE-05-05]. If the report is made by telephone, the Grantee and its agents shall ensure that a completed *TJPC Incident Report Form* is submitted within 24 hours of the telephone report. The Grantee shall ensure that its employees, interns, volunteers, contractors and service providers in the Grantee's jurisdiction are properly trained in the reporting requirements and procedures of the Texas Family Code 261 and any applicable Commission administrative rules regarding abuse, neglect, exploitation, death or serious incidents. The Grantee shall further ensure that any contract authorizing the placement of juveniles in a juvenile justice program or facility operated by or under the authority of a county, governing board, juvenile board or private vendor under a contract with an operating authority that serves juveniles shall include a clause that requires the contracting county to report all pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by the Grantee. The Grantee acknowledges that the duties of this section exist regardless of whether the Grantee has entered into subcontracts with public or private providers for program services. The Grantee shall accept full liability should a public or private service provider under contract with the Grantee fail to comply with the abuse reporting requirements listed in this section.

- i. **Unimpeded Access to Call Line.** The Grantee shall ensure that all juveniles in a facility shall have the right to reasonable, free and confidential access to the Commission's call line in order to report alleged abuse, neglect, exploitation, serious incidents or death. The Grantee shall provide during orientation into the facility information regarding the Commission's 24-hour, toll-free, direct reporting call line [i.e., 1-877-STOP-ANE] for reporting alleged abuse, neglect, exploitation, death or serious incidents and shall require employees and staff to facilitate direct reporting and unimpeded access to the call line. The Grantee shall prominently display in English and Spanish signage provided by the Commission regarding a zero-tolerance policy concerning abuse of juveniles.
 - ii. **Abuse, Neglect and Exploitation Notice to the Public.** The Grantee shall make available to its employees, interns, volunteers, contractors and service providers the Commission's 24-hour, toll-free, direct reporting call line [i.e., 1-877-STOP-ANE] and shall prepare and distribute to each Grantee the official notice to inform members of the public and staff of its availability to be used for the purpose of reporting allegations of abuse, neglect, exploitation, death or other serious incidents that occur in any juvenile justice program or facility operated by or under the authority of the county, governing board, juvenile board or by a private entity through a contract with the Grantee. The Grantee shall make available an English and a Spanish version of the following official notices: *Notice to Public Regarding Abuse, Neglect and Exploitation* [TJPC-ANE-07-05] and the *Notice to Employees Regarding Abuse, Neglect and Exploitation* [TJPC-ANE-08-05]. These forms shall be available on the Commission's website. The Grantee shall prominently post both the English and Spanish language versions of the official notice in all public and staff areas of any juvenile probation office, satellite office and in any facility or program operated by or under the authority of the Grantee or operated by a private entity through contract with the Grantee.
 - iii. **Resolution of Abuse, Neglect and Exploitation.** The Grantee shall provide the Commission, in the format specified, a summary of the actions performed in resolving an abuse, neglect and exploitation complaint or investigation in compliance with Section 221.055 of the Human Resources Code.
- d. **Employment Disclosures.** The Grantee shall verify and disclose, or cause its staff, volunteers, interns and subcontractors to verify and disclose any arrest, any criminal history and any current criminal indictment involving a felony or misdemeanor offense under the laws of this state, any other state or the federal laws of the United States and any offense that requires registration as a sex offender under the laws of this state or any other state. The Grantee shall verify and disclose, or cause its staff, volunteers, interns and subcontractors to verify and disclose any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where the staff, volunteer, intern or subcontractor was the alleged or designated perpetrator. This verification and disclosure shall be required of all persons who have direct unsupervised contact with juveniles in a facility or program and shall be maintained in the Grantee's personnel files. These verifications shall occur at pre-employment and the Grantee shall require ongoing disclosure.
 - e. **Employee Timekeeping Documentation.** The Grantee shall require all employees, interns, volunteers, subcontractors and private vendors paid in whole or part with state funds to maintain and make available to the Grantor source documentation that substantiates the performance of juvenile probation services, completion of a standard 40-hour work week or a pro-rated alternate work schedule and any and all documented leave. The Grantee shall ensure that accurate timesheets and attendance records are maintained by the Grantor. The Grantee shall ensure that all employees, interns, volunteers, subcontractors and private vendors that are paid with state funds, including the Chief Administrative Officer, regardless of Fair Labor Standards Act (FLSA) appointed or exempt status, provide leave documentation. Grantee shall make all employee salary documentation and timesheets available for review by the Grantor.
 - f. **Employee Daily Travel Activity Documentation.** The Grantee shall require all travel expenses paid in whole or part with state funds to be accurately documented daily by the individual traveling. The Grantee shall document, at a minimum the date, destination, times, mileage or odometer readings and related travel activities.
 - g. **Firearms Proficiency Documentation.** The Grantee shall, in accordance with Title 37, Texas Administrative Code Sections 341.82 and 341.83, verify the eligibility of each juvenile probation officer authorized to carry a firearm under Section 142.006 of the Human Resources Code. The chief juvenile probation officer shall ensure the

Texas Juvenile Probation Commission

requirements set forth in Title 37, Texas Administrative Code, Chapter 341, Subchapter K have been met and shall confirm that the Commission's letter of approval has been received prior to permitting the juvenile probation officer to carry a firearm in the scope of the officer's official duties. The chief juvenile probation officer shall submit to the Commission a signed and notarized *Verification of Eligibility for Juvenile Probation Officer to Carry Firearm* [TJPC-AGE-01-11] in the format and time frames specified by the Commission.

- D. **Diversion Programs and Services.** The Grantee shall use grant funds to provide community-based programs and/or services designed to provide diversionary alternatives for juveniles at risk of commitment to TYC including, but not limited to, intensive supervision probation, residential placements, family preservation services, parenting skills and mental health services.
- E. **Target Population.** The Grantee shall ensure that diversion programs and services provided under this grant are designed to serve the target population. The target population for this grant is juvenile offenders who are at risk of commitment to TYC.
- F. **TYC Commitment Goals.** Grantee's execution of the *State Financial Assistance Contract* evidences a voluntary agreement to assist the Commission in achieving the statewide TYC commitment goal of limiting the number of juvenile offenders recommended for commitment to the TYC by the state's juvenile probation departments during each year of the biennium 2012-2013. Grantee shall develop programmatic alternatives for juvenile offenders at immediate risk of TYC commitment with the goal of limiting the number of Grantee's juvenile probation department staff recommendations for commitment to TYC to the Commission's established number of recommendations. Grantee shall require its juvenile probation department staff to explore and recommend appropriate dispositional alternatives for each adjudicated youth before making any recommendation for commitment to TYC. The recommended goal includes all commitments to TYC.
 - 1. **Department Commitment Goals.** The specific commitment goals applicable to the Grantee are listed, by department, in the *FY2012-2013 Statewide Commitment Goals* [TJPC-FIS-10-10] on the Commission's website and are incorporated by reference into this Contract.
- G. **Ideal Commitment Criteria.** Grantee shall ensure that its juvenile probation department's recommendations of commitment to TYC adhere to the ideal commitment criteria in every case unless mitigating or extenuating circumstances are present and documented. The ideal commitment criteria shall be defined as any commitment recommended by and being consistent with the Progressive Sanctions Guidelines as found in Chapter 59 of the Texas Juvenile Justice Code, Title 3, Texas Family Code.

V. **PROGRAMMATIC REPORTING.**

A. **Annual Reports.**

1. The *Annual Resource Report* [TJPC-RES-01-04] shall be submitted on or before the designated due date of each year of the grant period in an electronic format as specified by the Commission.
2. The *Juvenile Facility Registration Application* shall be submitted in the electronic format specified by the Commission prior to opening a new facility or by February 1 of each year of the grant period. This form shall be submitted by any pre-adjudication secure detention facility, short-term secure detention facility (i.e., holdover), post-adjudication secure correctional facility, or non-secure correctional facility that is operated by or under the authority of the Grantee.
3. The Grantee shall designate and update key personnel through the Juvenile Probation Directory on the Commission's website. This information should be submitted concurrently with the *Annual Budget Application* in the Grant Manager System. Notification of changes during the fiscal year regarding the Chief Juvenile Probation Officer/Chief Administrative Officer, Fiscal Officer or Facility Administrator, shall also be submitted on official department or juvenile board letterhead. A copy of the approved juvenile board minutes announcing the appointments will also be accepted. These documents shall be submitted to the Commission's Staff Services Officer within ten (10) calendar days from the effective date of the change.

Texas Juvenile Probation Commission

- a. A person may not serve as Chief Juvenile Probation Officer, Chief Administrative Officer or Fiscal Officer at the same time and a person may not serve as a Project Director and Fiscal Officer at the same time. One person may serve as the Chief Administrative Officer and Project Director simultaneously.

B. **Quarterly Reports.** See Individual Grant Requirements.

C. **Monthly Reports.** See Individual Grant Requirements.

D. **Other Periodic Reports.** See Individual Grant Requirements.

1. Grantee shall utilize the Commission's Compliance Monitoring, Enforcement and Tracking System (COMETS) to respond to all citations of non-compliance with standards and/or grant requirements issued in regularly scheduled monitoring visit performance reports and any Non-Compliance Citation Reports (NCCR) that are issued by the Commission. The Grantee shall submit the required corrective action responses within the mandated time frame as specified by the COMETS system.
2. The Grantee shall notify the Commission of any change affecting the Grantee's official registry information including administration, baseline services, programs, rated capacity or any other data submitted in the *Juvenile Facility Registration Application* regarding any pre-adjudication secure detention facility, short-term secure detention facility (i.e., holdover), post-adjudication secure correctional facility, or non-secure correctional facility operated by or under the authority of the Grantee. The Grantee shall ensure that any private vendor that operates a facility under the authority of the Grantee shall be contractually obligated to notify the Commission of any changes in official registry information. Changes shall be provided in writing to the Commission within ten (10) calendar days from the effective date of the change.
3. The Grantee shall notify the Commission immediately in writing of any change affecting the Grantee and the composition, structure, function or identity, such as the control, name change, governing board membership or personnel changes affecting the contracted services.
4. Prior to referring a juvenile for participation in a research program or study, the Grantee shall submit, via the Commission's website, a *Report Concerning Research Programs and Studies of Juveniles*. The report shall be required for any juvenile who is currently or may have previously been under the jurisdiction of the juvenile court.

VI. PROGRAMMATIC MONITORING.

- A. **On-Site Monitoring Visits.** The Grantee shall be subject to programmatic monitoring as scheduled at the discretion of the Commission. Scheduled on-site visits are announced and confirmed in writing at least fifteen (15) calendar days in advance of the actual visit whenever possible. Scheduled on-site visits shall be conducted during the program's regular operating hours. The visit can include a review of policies, procedures and records; interviews with staff, juveniles and other personnel; and a tour of the program or facility. The length of the visit depends on the size of the program or facility as well as the size of the Commission's monitoring team. Each visit will conclude with an exit conference with appropriate department and/or facility staff and the presentation of findings in the Performance Rating Profile Report.
- B. **Unannounced On-Site Monitoring Visits.** The Commission shall conduct unannounced on-site visits in addition to its scheduled on-site visits. Unannounced on-site visits may be made without any advance notification and may occur at any time. Unannounced on-site visits may be entirely random or they may be made for cause. The Commission may determine cause by assessing information relating to a specific area of alleged standards non-compliance(s), patterns of actual or alleged non-compliance(s), as a means to monitor program improvement plans (PIPs) or due to a request for intervention from other state or local government entities, the public, etc. Unannounced on-site visits may also be conducted in conjunction with the Commission's formal abuse, neglect and exploitation investigations. The length and scope of an unannounced on-site visit shall be dependent on the circumstances that led to the visit. A Non-Compliance Citation Report (NCCR) shall be issued for any verified non-compliance in an unannounced on-site visit.
- C. **Desk Audits.** The Commission may monitor compliance with standard or grant requirements by a desk audit, which includes review of select records and program documentation. This review will require the department to forward or make

Texas Juvenile Probation Commission

available to the Commission any written policies and procedures, juvenile and staff records, juvenile board documentation, etc. The review of written documentation and materials may be supplemented by phone interviews with select staff and/or juveniles. Findings will result in a performance rating profile report or a Non-Compliance Citation Report (NCCR). Grantee shall ensure its agents will comply with all request of information during the course of a desk audit by the Commission or its authorized designee.

D. **Other.** See Individual Grant Requirements.

VII. **APPLICABLE LAW, POLICY AND PROCEDURE.** The Grantee shall comply with the following applicable state laws, federal laws, standards, policies and procedures as they currently exist or as amended or renumbered and enacted and effective during the term of this Contract:

A. **Applicable Standards.**

1. **Texas Administrative Code (TAC), Title 37, Public Safety and Corrections, Chapters 341 – 359.**

B. **General Statutes.**

1. **Federal Law.**

a. **Juvenile Justice and Delinquency Prevention (JJDP) Act of 2002.**

- i. 42 United States Code 5601, et seq.
- ii. 28 Code of Federal Regulations Section 31.303, et seq.

b. **Civil Rights of Institutionalized Persons Act (CRIPA) of 1980, as amended.**

- i. 42 United States Code 1997, et seq.

c. **Prison Rape Elimination Act (PREA) of 2003, as amended.**

- i. 42 United States Code 15601, et seq.

d. **Office of Management and Budget (OMB) Circular A-102, as amended.**

- i. 59 Federal Register 52224 - Office of Management and Budget (OMB) Circular A-102 - Grants and Cooperative with State and Local Governments.

2. **State Law.**

a. **Texas Family Code, Title III, Juvenile Justice Code.**

- i. Chapter 60 – Uniform Interstate Compact for Juveniles.

b. **Texas Administrative Code (TAC) Title 1, Part 15 Health and Human Services Commission.**

- i. Chapter 351, Section 351.13 – Substitute Care Provider Outcome Standards.

c. **Texas Human Resources Code.**

- i. Chapter 142 – Juvenile Probation Departments and Personnel.
- ii. Chapter 152 – Juvenile Boards.

iii. Chapter 200 – Texas Juvenile Justice Department.

d. **Texas General Appropriations Act.**

e. **Texas Government Code, Title 7, Uniform Grant and Contract Management.**

i. Chapter 783 – Uniform Grant and Contract Management Act.

C. Policy and Procedure.

1. **Texas Juvenile Probation Compliance Resource Manual, Volumes 1 – 2.**

VIII. FINANCIAL COMPONENTS.

A. Allowable Expenditure of Funds.

1. Unless otherwise indicated in the individual grant requirements, grant funds shall be expended for juvenile justice programs and juvenile probation services within the three budget categories of staff services, non-residential services and residential services as allowed in the *Expenditure Guidelines* contained in Appendix I of this document.
2. Grant funds may be expended to provide programs and services for juveniles and/or family members of juveniles under the jurisdiction of the Grantee's juvenile probation department.
3. Expenditures that benefit both adult and juvenile probation departments shall be pro-rated on an equitable basis. The determination of the method of pro-rating such expenditures shall be supported by documentation.
4. Grant funds used to reimburse a county that provides fiscal services to another county or multiple counties shall be reasonable compensation for services actually provided. Payment shall not exceed five percent (5%) of the funding allocation and shall be made to the county providing fiscal services rather than to an individual.
5. The maximum allowable rates for each of the levels of care and the description of each level is posted in the *Tier Level of Care Rate for Registered Facilities* [TJPC-FIS-01-10] on the Commission's website. Expenditures for residential services in a Pre-Adjudication Secure Detention Facility, a Short-Term Secure Detention Facility, a Post-Adjudication Secure Correctional Facility or a Non-Secure Correctional Facility shall not exceed the Basic Level of Care Rate. Grant funds may be expended at a higher level of care rate if the juvenile is placed in a Post-Adjudication Secure Correctional facility or a Non-Secure Correctional Facility registered and approved by the Commission for a specialized or intensive level of service rate.

B. Unallowable Expenditure of Funds.

1. Grant funds shall not be expended for unallowable items as detailed in the *Expenditure Guidelines* incorporated in Appendix I of this document.
2. Grant funds shall not be expended for residential services in excess of the maximum allowable rates as defined in *Tier Level of Care Rates for Registered Facilities* [TJPC-FIS-01-10].
3. Grant funds shall not be expended for salaries or expenses of juvenile board members.
4. Grant funds shall not be expended for salary increases of existing personnel that exceed 5% of the previous year unless approved by the Commission. This requirement does not restrict the salary amount of new staff or promotions in juvenile probation departments.

C. Financial Match Requirements. See Also Individual Grant Requirements.

1. **Certification of Local Expenditures.** Pursuant to the requirements of the Texas Human Resources Code Section 223.002, to be eligible to receive funding under the *State Financial Assistance Contract*, the fiscal officer duly appointed by the Grantee shall submit the *Certification of Local Expenditures Report* that certifies local juvenile justice expenditures (i.e., juvenile probation services and juvenile justice programs) made by the Grantee during the previous fiscal year that is equal to or greater than those made in fiscal year 1994.
 - a. **Maintenance of Local Financial Support.** The maintenance of local financial support requires juvenile probation departments to maintain the amount of salary expenditures as in previous years to be eligible to continue to receive state funds. This requirement validates that the level of expenditures for the juvenile probation department remain relatively constant from year to year. Waivers may be granted as described in the Texas Human Resources Code Section 223.002.
 2. **Financial Match Requirements.** The Grantee shall ensure that county funding for juvenile services (i.e., juvenile probation services and juvenile justice programs) shall not be decreased or be supplanted by funding received under this grant. The Grantee shall certify that the amount of local or county funds expended for juvenile services is at least equal to or greater than the amount spent in the 2006 county fiscal year excluding construction and capital outlay expenses.
- D. **Funding Adjustments.**
1. **Reduction of Grant Payments.** The Commission shall review the Grantee's unexpended grant balances for the State Financial Assistance Fund and individual grants in the last three fiscal years. If the Commission determines that more than 10 percent of the amount awarded remained unspent or unencumbered at the end of each of the three fiscal years reviewed, the Commission may reduce the current fiscal year's grant amount by the unspent balance of the previous fiscal year's grant. The Commission may conduct an analysis and/or audit of the Grantee's level of referral activity, juvenile probation supervision activity and juvenile probation caseloads to determine the reasonableness of the amount of grant funds received by the Grantee in relation to these workload variables. As a result of this analysis, the Commission may reduce the amount of any grant awarded to the Grantee in this grant period or in any subsequent grant periods by an amount determined reasonable by the Commission.
 - a. Unexpended or unencumbered grant funds allocated to the Grantee shall be subject to a funding adjustment as set forth in Section VIII (D)(1). The Commission may reduce funding from any grant awarded under this Contract.
 2. **Unexpended Balances.** With the exception of funding received under Grants E and P, the Grantee shall refund to the Commission no later than November 1 in the next fiscal year, any unexpended funds from any grant that is allocated under the *State Financial Assistance Contract* which are unencumbered by August 31 and unexpended by November 1 in the next fiscal year.
 3. **Overpayments.** Any overpayments made by the Commission in regard to any grant discovered by the Grantee, its agent, the Commission or its authorized designee in any fiscal year shall be refunded to the Commission within 30 calendar days after discovery or after receipt of a written notice from the Commission.
 4. **Refunds Due.** All refunds due to the Commission under any grant for unallowable expenditures discovered shall be returned to the Commission within 30 calendar days of confirmation.
- E. **Timely Expenditure of Grant Funds.** The Grantee shall expend funds in a timely manner. The Commission shall determine if an acceptable percentage of disbursed funds are expended during the designated reporting period in order for the Grantee to expend the full amount of the grant by the end of the contract period. If the Grantee fails to expend the grant funds in a timely manner, the Commission may issue a Non-Compliance Citation Report (NCCR) and may reduce or suspend funds.
- F. **Audits.**
1. **Auditing Requirements.** The Grantee shall provide an independent financial compliance audit of funds received from the Commission under the *State Financial Assistance Contract*, specifically for the following grants: Fiscal Year 2011 to

include grants A, B, C, D, E, F, H, M, O, P, U, V, W, X, Y and Z and the 2012-2013 biennium to include the State Financial Assistance Fund (A) and individual grants B, C, D, E, M, P and W. The audit shall be prepared in accordance with Generally Accepted Auditing Standards, Governmental Auditing Standards and the Commission's audit requirements that will be sent under separate cover by September 30 for each year of the biennium. The Grantee shall submit two (2) copies of the current fiscal year audit to the Commission no later than March 1 of the subsequent year. The audit shall include as part of the Report on Compliance and Internal Control, the specific financial assurances contained in Section VIII (G), of the General Grant Requirements and any individual grant as included in the *State Financial Assistance Contract*. The audit shall include an opinion on whether or not the Grantee complied with the applicable assurances. A summary of all material instances of non-compliance and an identification of the total amount of funds in question for each assurance shall be included in the audit. Audits received after March 1 of the subsequent year are considered delinquent. Grantees with delinquent audits are subject to a Non-Compliance Citation Report (NCCR) and funds may be suspended by the Commission.

- G. **Financial Assurances.** The following financial assurances are applicable to all grant funds unless the individual grant requirements specifically state the contrary.
1. Separate accountability for the receipt and expenditure of all grant funds under the *State Financial Assistance Contract* is maintained for each grant from which the Grantee receives funds;
 2. Expenditures reported to the Commission are in agreement with the Grantee's accounting records and audited expenditures in each budget category;
 3. Expenditures are made in accordance with the *Expenditure Guidelines* contained in *Appendix I* of this document and are supported by written documentation;
 4. Salary expenditures under each grant are verified and supported by appropriate documentation or hours worked, activities performed and leave taken. Employees whose salaries are funded 100% out of state funds, shall be dedicated to juvenile justice programs and services only;
 5. All travel expenses are supported by daily documentation of the individual traveling. The Grantee shall document date, destination, times, mileage or odometer readings and related travel activities;
 6. Travel reimbursements paid with the grant funds including travel allowances paid in lieu of mileage, are paid according to county policy and do not exceed state travel rates as described below:
 - a. Lodging - \$110.00 / Day
 - i. The Grantee shall not exceed the allowable federal rates determined by area and time period within the requirements of the U.S. General Services Administration (GSA). The federal lodging rates are located at www.gsa.gov/portal/category/21287
 - ii. Lodging rates not listed on the federal lodging rates website are \$85/day.
 - b. Meals - \$36.00 / Day
 - c. Mileage - \$0.555 / Mile
 7. The grant funds used for residential expenditures are paid for placement of a juvenile in a pre-adjudication detention secure facility, a short-term secure detention facility, a post-adjudication secure correctional facility, or a non-secure correctional facility operated by or under the authority of the Grantee, another governmental entity or a third-party service provider licensed under the laws of the state;
 8. The grant funds used for residential child-care facilities and out-of-state residential placement facilities do not exceed the Health and Human Services Commission's *Levels of Care Rates* [TJPC-FED-27-04]. This financial assurance does not apply to facilities that are registered with the Commission;

9. The grant funds used for TJPC registered facilities shall not exceed the *TJPC Tier Level of Care Rates for Registered Facilities* [TJPC-FIS-01-10];
 10. The grant funds are not expended for the purchase of equipment, renovation or construction unless explicitly authorized by the Commission within the individual grant requirements. An item is equipment if county policy requires it to be capitalized or, if the county has no policy, it has a useful life of more than one year and a cost of more than \$5,000.00;
 11. Authorized capital purchases are capitalized and depreciated within the county accounting system;
 12. Proper cut-off procedures are observed at the end of each fiscal period. Obligations of the fiscal period under review are not paid from funds of a subsequent fiscal period. Obligations of a subsequent fiscal period are not prepaid from funds of a fiscal period under review. A modified accrual basis of accounting is only used in preparing fourth quarter expenditure reports to the Commission;
 13. Refunds and reimbursements are properly accounted for as reductions of expenditures rather than as increases in revenues;
 14. Any funds not expended under the terms of each grant were returned to the Commission according to the Unexpended Balances and Refunds Due provisions contained in Subsections VIII (D) (2) and VIII (D) (4), respectively;
 15. The amount of local or county funds expended excluding construction and/or renovation for juvenile services are at least equal to or greater than the amount spent in the 1994 county fiscal year;
 16. All employees with access to monies are covered by surety bonds; and
 17. The Grantee is required to separate all county and state transactional funds, revenues and expenses.
- H. **Service Providers.** Contracts with private service providers that are funded in whole or in part with grant funds shall adhere to the requirements set forth in the *Private Service Provider Contract Requirements Summary* [TJPC-FIS-32-04].
1. **Selection of Providers.** Selection of service provider contractors shall be fairly and objectively based upon county procurement procedures and guidelines and any applicable state or federal laws or regulations related to service procurement. As an integral part of the service provider selection process, the Grantees shall utilize procedures to assess prospective contractors' strengths, weaknesses and past performance. The Grantee shall use data relating to the performance of private service providers in prior contracts as a factor in selecting providers to receive contracts.
 2. **Required Contract Provisions.** Private service provider contracts paid in whole or part with grant funds shall include the following provisions in the contract between the Grantee and the service provider:
 - a. **Accountability.** Service provider contractors shall be held accountable for delivery of quality services and all contracts shall include clearly defined goals, outputs and measurable outcomes that directly relate to program objectives as required by the Texas Human Resources Code Section 221.051;
 - b. **Eligibility to Receive State Funds.** Service provider contractors shall be required to provide certification of eligibility to receive state funds if required by the Texas Family Code Section 231.006. The Commission has provided form *Child Support Affidavit* [TJPC-FIS-60-04] that may be used;
 - c. **Legal Compliance.** Service provider contractors shall adhere to all applicable state and federal laws and regulations pertinent to the subcontractor's provision of services to the Grantee;
 - d. **Accounting.** The Grantee shall contractually notify service providers when state funds are used to pay for services. Service providers paid from state funds shall be required to account separately for the receipt and expenditure of

state funds received from the Grantee. The Grantee shall require clearly specified accounting, reporting and auditing requirements applicable to any state funds paid to the service provider by the Grantee under contract;

- e. **Records Retention.** Service provider contractors receiving whole or partial payment with any state grant funds received from the Commission shall retain all applicable records for a minimum of three (3) years or until any pending audits and all questions arising there from have been resolved and shall make available for the Commission inspection, all contractual agreements with service provider subcontractors;
 - f. **Funding Out.** Service provider contracts that are funded in whole or in part with grant funds shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
3. **Performance Standards, Evaluations and Oversight.** Service provider contractors shall be monitored at least twice during the fiscal year of this grant for programmatic and financial compliance. The Commission has provided two monitoring tools that may be used *Private Service Provider Contractual Monitoring and Evaluation Report - Residential Services* [TJPC-FIS-33-04] and the *Private Service Provider Contractual Monitoring and Evaluation Report - Non-Residential Services* [TJPC-FIS-34-04]. The purpose of the monitoring is to ensure performance of and compliance with contractual provisions between the Grantee and service provider contractor if required by and in accordance with the *Private Service Provider Contract Requirements Summary* [TJPC-FIS-32-04]. The Grantee shall maintain written documentation of all monitoring visits.
 4. **Sanctions or Penalties.** The Grantee shall contractually impose specific, clearly defined and appropriate sanctions or penalties upon the service provider contractors that do not comply with the provisions of contractual agreements between the Grantee and the service provider contractor if the contractor is paid in whole or in part with state funds.
 5. **Termination.** The Grantee shall include contractual provisions that allow termination of a contract with a service provider if the provider fails to achieve the defined goals, outcomes, strategies and outputs set by the Grantee or if the provider fails to comply with any conditions in the contract between the Grantee and the provider.
 6. **Evidence of Execution.** The Grantee shall maintain contract documentation that contains the date of execution, the effective term of the service provider agreement and the signatures of the necessary parties, including, but not limited to, the service provide contractor, Grantee and/or their authorized designees.

IX. FINANCIAL REPORTING.

A. Annual Reports.

1. **Budget Application.** The Grantee shall enter and submit the Annual Budget Application through Grant Manager, the Commission's web-based budget system. The Grantee shall take reasonable precautions to ensure the security of the username and password issued by the Commission and shall update the key personnel designations in accordance with Commission requirements. This information should be submitted concurrently with the *Annual Budget Application*.
2. **Certification of Local Expenditures.** The Commission will on or before February 28 of each fiscal year of the grant period generate the *Certification of Local Expenditures Report* to the Grantee, which shall be completed by the county's Fiscal Officer for the previous fiscal year. The report shall be completed and signed by both the Chief Administrative Officer and the Fiscal Officer, notarized and returned to the Commission by April 1 of the current fiscal year.
3. **Independent Audit.** The Grantee shall submit two (2) copies of the independent financial compliance audit prepared by an independent Certified Public Accountant for the previous state fiscal year. The audit shall follow the General Grant Requirements of Sections VIII (F) and (G) and be submitted no later than March 1 of the current fiscal year.

B. Quarterly Reports.

1. **Financial Expenditure Report.** The Grantee shall report the expenditure of all funds received through grants on the *Quarterly Expenditure Report*. Reports shall be received by the Commission no later than January 1, April 1, July 1 and

Texas Juvenile Probation Commission

October 1 of the current fiscal year of the biennium, respectively, in the format specified by the Commission. Funds may be temporarily suspended if the *Quarterly Expenditure Reports* are not received by the due date.

2. **Program Expenditure Report.** The Grantee shall submit quarterly program and or services expenditure reports through the Grant Manager system available on the Commission's website to identify the cost of each program and service provided to juveniles by the juvenile probation department.

C. **Monthly Reports.** See Individual Grant Requirements.

D. **Other Periodic Reports.** See Individual Grant Requirements.

1. **Budget Adjustments.** The Grantee shall submit the *Budget Adjustment Request* [TJPC-FIS-03-04] to the Commission for any adjustment to the original budget. The Grantee shall receive written or electronic approval from the Commission prior to expending the funds.

X. **FINANCIAL MONITORING.**

A. **Annual Monitoring.**

1. **Budget Review.** The grant funds will not be disbursed until a completed *Annual Budget Application*, located on the Commission's website for all applicable grants funded under the *State Financial Assistance Contract* is received and approved by the Commission. The Commission shall review all budgets for completeness, reasonableness and accuracy. Incorrect budgets may be returned to the Grantee for correction. Projected expenditures will be compared with actual expenditures from prior years and adjustments may be made to current allocations.
2. **Independent Audits.** The Commission staff shall review annual independent audits for adherence to Generally Accepted Auditing Principles and to the Commission's audit instructions. Incomplete or incorrect audits may be returned to the Grantee for correction.

B. **Periodic Monitoring.**

1. **On-Site Monitoring.** Grantee shall be subject by the Commission or its authorized designee to on-site financial monitoring at any time, which may include but is not limited to the discovery of problem areas resulting from financial data reviews, risk assessments, independent audit findings, budget reasonableness reviews and other factors.
2. **Desk Audits.** The Commission or its designee may elect to monitor compliance of financial records and documentation by desk audits. The audit may be supplemented by phone interviews with financial staff in the juvenile probation department, county auditor's office and the county treasurers' office. Findings will result in a performance rating profile report or a Non-Compliance Citation Report (NCCR). Grantee shall ensure its agents will comply with all request for information during the course of a desk audit by the Commission or its authorized designee.
3. **Quarterly Reports.** The Commission shall review all *Quarterly Expenditure Reports* for completeness, reasonableness and may return incorrect reports to Grantee for correction.
4. **Investigations and Special Audits.** The Grantee shall cooperate fully with the Commission or its authorized designee in the conduct of an investigation or special audit arising out of any complaint, financial, programmatic, abuse, neglect or exploitation finding or allegation relating to the provision of juvenile probation services or occurring in a juvenile justice program or facility such as a probation department, non-secure correctional facility, pre-adjudication secure detention facility, post-adjudication secure correctional facility, juvenile justice alternative education program (JJAEP) or other program serving juvenile offenders.

APPENDIX I
EXPENDITURE GUIDELINES

- I. **Allowable and Unallowable Expenditure Guidelines.** The following information contains general principles for determining allowable costs under all Commission grants unless the individual grant requirements specifically state otherwise:
- A. **Purpose and Scope.**
1. **Objectives.** These guidelines establish principles for determining the allowable costs incurred by the Grantee under grants, contracts and other agreements with the Commission utilizing state funding. The principles are for the purpose of cost determination and are not intended to identify the circumstances or dictate the extent of the Commission's participation in the financing of a particular program or project.
 2. **Policy Guides.** The application of these principles is based on the fundamental premises that:
 - a. The Grantee shall be responsible for the efficient and effective administration of the Commission's *State Financial Assistance Contract* through the application of sound management practices;
 - b. The Grantee shall assume responsibility for administering the grant funds in a manner consistent with underlying agreements, program objectives and the terms and conditions of the *State Financial Assistance Contract*; and
 - c. Each Grantee, in recognition of its unique combination of staff, facilities and experience, will have the primary responsibility for employing whatever form of organization and management techniques that may be necessary to assure proper and efficient administration of the Commission's grants.
- B. **Basic Guidelines.**
1. **Factors Affecting Allowable Costs.** To be allowable under a Commission grant, costs shall:
 - a. Be necessary and reasonable for proper and efficient performance and administration;
 - b. Be authorized and not prohibited under state or local laws or regulations;
 - c. Be accorded consistent treatment. A cost may not be assigned to a Commission grant as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to other awards as an indirect cost;
 - d. Except as otherwise provided for in this guideline, be determined in accordance with Generally Accepted Accounting Principles (GAAP);
 - e. Be the net of all applicable credits; and
 - f. Be adequately documented.
 2. **Reasonable Costs.** A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when local juvenile probation departments or components are funded by the Commission. In determining reasonableness of a given cost, consideration shall be given to:
 - a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the performance of the grant;
 - b. The restraints or requirements imposed by such factors as: sound business practices; arm's length bargaining; federal, state, Indian Tribal and other laws and regulations; and terms and conditions of the grant award;

Texas Juvenile Probation Commission

- c. Market prices for comparable goods or services; and
 - d. Whether the Grantee acted with prudence in the circumstances considering their responsibilities to the Grantee and the public at large.
3. **Applicable Credits.** Applicable credits refer to those receipts or reduction of expenditure type transactions that offset or reduce expense items allocable to the Commission's grants as direct or indirect costs. Examples of such transactions include: purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds or rebates and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the Grantee relate to allowable costs, they shall be credited to the grant either as a cost reduction or cash refund, as appropriate.
4. **Expenditure Categories.** Unless restricted to certain allowable expenditures by the particular grant program from which funds were received under a grant, any funds received pursuant to a grant must be spent in the following categories, as defined in the grant: juvenile probation services, staff services, non-residential services and residential services.
5. **Accrued Interest.** Idle funds are invested in an account that provides a reasonable interest rate and provides necessary protection of principal. Interest generated as a result of grant funds deposited is credited to the account of the juvenile probation department for the provision of juvenile probation services and juvenile justice programs.
- C. **Direct Costs.**
- 1. **General.** Direct costs are those that can be identified specifically with a particular final cost objective.
 - 2. **Application.** Typical direct costs chargeable to the Commission's grants are:
 - a. Compensation of employees for the time devoted and identified specifically to the performance of those grants;
 - b. Cost of materials acquired or consumed specifically for the purpose of those grants;
 - c. Equipment and other pre-approved capital expenditures;
 - d. Travel expenses incurred specifically to carry out the grant;
 - e. Non-residential services as defined under Article II Section (F) of the General Grant Requirements; and
 - f. Residential services as defined under Article II Section (I) of the General Grant Requirements.
- D. **Reimbursement of Unallowable Expenditures.** All refunds due to the Commission under any grant for unqualified expenditures, discovered by the Grantee, its agent or its authorized designee shall be returned to the Commission within 30 calendar days of confirmation.
- E. **Guiding Principles for Determining Allowable or Unallowable Costs.** The following sections provide principles to be applied in establishing the allowable or unallowable costs. Failure to mention a particular item of cost in these sections is not intended to imply that it is either allowable or unallowable. The allowability in each case should be based on the treatment or standards provided for similar or related items of cost.
- 1. **Accounting.** The cost of establishing and maintaining accounting and/or other information systems is allowable.
 - 2. **Advertising and Public Relations Costs.**
 - a. The term "advertising costs" means the costs of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television programs, direct mail, exhibits, etc.

Texas Juvenile Probation Commission

- b. The term "public relations" includes community relations and means those activities dedicated to maintaining the image of, or maintaining or promoting understanding and favorable relations with the community, or any segment of the public.
 - c. Advertising costs are allowable only when incurred for the recruitment of personnel, the procurement of goods and services, the disposal of surplus materials and any other specific purposes necessary to meet the requirements of the contract. Public relations costs are allowable when:
 - i. Incurred to communicate with the public and press pertaining to specific activities or accomplishments that result from performance of the Commission grant; or
 - ii. Necessary to conduct general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of state contract or grant awards, financial matters, etc.
 - d. Unallowable advertising and public relations costs include the following:
 - i. All advertising and public relations costs other than as specified;
 - ii. Except as otherwise permitted by these cost principles, costs of conventions, meetings or other events related to other activities of the Grantee including:
 - (a) Costs of displays, demonstrations and exhibits;
 - (b) Costs of meeting rooms, hospitality suites and other special facilities used in conjunction with shows and other special events;
 - (c) Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations and providing briefings;
 - (d) Costs of promotional items and memorabilia, including models, gifts and souvenirs; and
 - (e) Costs of advertising and public relations designed solely to promote the local departments.
3. **Advisory Councils.** Costs incurred by advisory councils or committees are unallowable including:
- a. Meal expenses for juvenile board meetings.
 - b. Expenditures of other local departments such as police, sheriff, prosecuting attorneys, in-kind services or payments to or expenses of juvenile board members.
4. **Alcoholic Beverages.** Costs of alcoholic beverages are unallowable.
5. **Audit Services.** The costs of audits of grants are allowable provided that the audits were performed in accordance with Generally Accepted Auditing Standards, Governmental Auditing Standards and the Commission's current audit requirements.
6. **Automatic Electronic Data Processing.** The cost of data processing services is allowable.
7. **Bad Debts.** Any losses arising from uncollectible accounts and other claims and related costs are unallowable.
8. **Bonding Costs.** Costs of bonding employees and officials are allowable to the extent that such bonding is in accordance with sound business practice.
9. **Budgeting.** Costs incurred for the development, preparation, presentation and execution of budgets are allowable.

10. **Communications.** Costs of telephone, mail, messenger and similar communication services are allowable.
11. **Community-Based Programs.** Community-based program refers to an array of rehabilitation services for juvenile offenders and their families provided in local communities, including, but not limited to, non-residential and residential services, transition programs and services, and aftercare programs.
12. **Compensation for Personnel Services.**
 - a. **General.** Compensation for personnel services includes all remuneration, paid currently or accrued, for services rendered during the period of performance under the grant, including but not necessarily limited to wages, salaries and fringe benefits. The costs of such compensation are allowable to the extent that the total compensation for individual employees:
 - i. Is reasonable for the services rendered and conforms to the established policy of the Grantee consistently applied to both the Commission and non-Commission activities;
 - ii. Follows an appointment made in accordance with local government laws and rules and meets merit system or other requirements required by law, where applicable; and
 - iii. The grant funds are not paid as wages or salaries to children receiving services from the Grantee.
 - b. **Reasonableness.** Compensation for employees engaged in work on the grant will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the Grantee. In cases where the kinds of employees required for the grant are not found in the other activities of the Grantee, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the employing government competes for the kinds of employees involved.
 - c. **Unallowable Costs.** Costs which are unallowable under other sections of these principles shall not be allowable under this section solely on the basis that they constitute personnel compensation.
 - d. **Fringe Benefits.**
 - i. Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave, employee insurance, pensions and unemployment benefit plans. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable to the extent that the benefits are reasonable and are required by law, the Grantee's employee agreement or an established policy of the Grantee.
 - ii. The cost of fringe benefits in the form of employer contributions or expenses for social security, employee life, health, unemployment, longevity and worker's compensation insurance pension plan costs and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits shall be allocated to the grant and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to the grant and other activities.
 - e. **Weapons and Firearms.** The purchase of weapons or other firearms proficiency training is allowable only for the benefit of eligible juvenile probation officers who have met the requirements established under the Commission's administrative rules and other applicable law. The purchase of a weapon, firearm, ammunition or related supplies is unallowable.
 - f. **Pension Plan Costs.** Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the Grantee.

- g. **Post-Retirement Health Benefits.** Post-retirement health benefits (PRHB) refers to costs of health insurance or health services not included in a pension plan for retirees and their spouses, dependents and survivors. PRHB costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the Grantee.
- h. **Severance Pay.** Severance pay is unallowable using state funds.
- i. **Support of Salaries and Wages.** These standards regarding time distribution are in addition to the standards for payroll documentation.
 - i. Charges to a grant for salaries and wages will be based on payrolls documented in accordance with generally accepted practice of the Grantee and approved by a responsible official(s) of the Grantee.
 - ii. No further documentation is required for the salaries and wages of employees who work in a single indirect cost activity.
 - iii. Where employees work on multiple activities or cost objectives, a distribution of their salaries or wages will be supported by personnel activity reports or equivalent documentation.
 - iv. Salaries and wages of employees used in meeting cost sharing or matching requirements of the grant must be supported in the same manner as those claimed as allowable costs under the grant.
- j. **Donated Services.**
 - i. Donated or volunteer services may be furnished to the Grantee by professional and technical personnel, consultants and other skilled and unskilled labor. The value of these services is not reimbursable either as a direct or indirect cost. However, the value of donated services may be used to meet cost sharing or matching requirements.
 - ii. To the extent feasible, donated services will be supported by the same methods used by the Grantee to support the allocation of regular personnel services.
- 13. **Contingencies.** Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, or intensity or with an assurance of their happening, are unallowable.
- 14. **Contributions and Donations.** Contributions and donations including cash, property and services by the Grantee to others are unallowable.
- 15. **Defense and Prosecution of Criminal and Civil Proceedings and Claims.** Costs incurred in defense of any civil or criminal fraud proceeding or similar proceedings are unallowable.
- 16. **Depreciation and Use Allowances.** Depreciation and use allowances are unallowable.
- 17. **Disbursing Service.** The cost of disbursing funds by the county auditor, treasurer or other designated officer is allowable.
- 18. **Employee Morale, Health and Welfare Costs.** The costs of health or first-aid clinics and/or infirmaries, recreational facilities, employee counseling services, employee information publications and any related expenses incurred in accordance with the Grantee's policy are allowable. Income generated from any of these activities shall offset against expenses.
- 19. **Entertainment.** Costs of entertainment, including amusement, diversion and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation and gratuities, etc.) are unallowable.

20. **Equipment and Other Capital Expenditures.** Expenditures for equipment and other capital expenditures are unallowable except when specifically provided for within a grant. Items of equipment with an acquisition cost of less than \$5,000.00 are considered to be supplies and are allowable as direct costs of the grant without specific approval. As used in this section, the following terms have the meanings as set forth below:
- a. **"Capital Expenditure"** means the cost of the asset including the cost to put it in place. Capital expenditure for equipment means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges such as taxes, duty, protective in-transit insurance, freight and installation may be included in, or excluded from, capital expenditure cost in accordance with the Grantee's regular accounting practices;
 - b. **"Equipment"** means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals the lesser of the capitalization level established by the Grantee for financial statement purposes or \$5,000.00; or
 - c. **"Other Capital Assets"** means buildings, land and improvements to buildings or land that materially increase their value or useful life.
21. **Fines and Penalties.** Fines, penalties, damages and other settlements resulting from violations or alleged violations of, or failure of the Grantee to comply with federal, state, local or Indian tribal laws and regulations are unallowable.
22. **Fund Raising and Investment Management Costs.**
- a. Costs of organized fund raising, including financial campaigns, solicitation of gifts and bequests and similar expenses incurred to raise capital or obtain contributions are unallowable regardless of the purpose for which the funds will be used.
 - b. Costs of investment counsel and staff and similar expenses incurred to enhance income from investments are unallowable.
23. **General Government Expenses.** The general costs of government are unallowable, including:
- a. Salaries and other expenses of local governmental bodies, such as juvenile boards, county commissioners, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction;
 - b. Cost of the judiciary branch of a government;
 - c. Cost of prosecutorial activities; and
 - d. Other general types of government services normally provided to the general public, such as fire and police.
24. **Gifts or Awards for Employees.** Gifts or awards of recognition (i. e. plaques, gift certificates or meals) to employees not to exceed \$50 per fiscal year are allowable.
25. **Gifts or Awards for Juveniles.** Gifts or awards for juveniles are unallowable.
26. **Idle Facilities.** The costs of idle facilities are unallowable.
27. **Insurance and Indemnification.** Costs of insurance in connection with the general conduct of activities are allowable provided that the extent and cost of coverage are in accordance with the Grantee's policy and sound business practice.
28. **Interest.** Costs incurred for interest on borrowed capital or the use of a Grantee's own funds, however represented, are unallowable.

29. **Investment Counsel.** The cost of an investment counsel is unallowable.
30. **Lobbying.** The cost of lobbying and associated activities is unallowable.
31. **Maintenance, Operations and Repairs.** The cost of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, necessary maintenance, normal repairs and alterations is allowable.
32. **Materials and Supplies.** The cost of materials and supplies is allowable. Purchases should be charged at their actual prices after deducting all cash discounts, trade discounts, rebates and allowances received. Withdrawals from general stores or stockrooms should be charged at cost under any recognized method of pricing, consistently applied. Incoming transportation charges are a proper part of materials and supply costs.
33. **Meals and Transportation.** Meals and transportation for a juvenile under supervision are allowable under the non-residential services category.
 - a. Meals and transportation for the parents of a juvenile under supervision are unallowable.
 - b. Meals provided for meetings (i.e., juvenile board meetings, trainings or regional meetings) are unallowable.
34. **Memberships, Subscriptions and Professional Activities.**
 - a. Costs of the local probation department's staff memberships in business, technical and professional organizations are allowable;
 - b. Costs of the local probation department's subscriptions to business, professional and technical periodicals are allowable;
 - c. Costs of local probation department's membership in civic, community and social organizations are unallowable; and
 - d. Costs of membership in organizations that compensate for lobbying are unallowable.
35. **Motor Pools.** The costs of a service organization which provides automobiles to local probation departments at a mileage or fixed rate and/or provides vehicle maintenance, inspection and repair services are allowable.
36. **Pre-Award Costs.** Pre-award costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of the Commission.
37. **Prevention and Early Intervention Services.** Prevention and intervention services intended to prevent or intervene in at-risk behaviors that lead to delinquency, truancy, dropping out of school, or referral to the juvenile justice system are allowable.
38. **Professional Service Costs.** Cost of professional and consultant services rendered by persons or organizations that are members of a particular profession or possess a special skill, except employees of the Grantee, are allowable when reasonable in relation to the services rendered.
39. **Proposal Costs.** Costs of preparing proposals for potential Commission grants are allowable.
40. **Psychological/Psychiatric or Medical Evaluation Costs.** Psychological/psychiatric or medical evaluations for juveniles under the jurisdiction of the juvenile court are allowable under the non-residential services category. Psychological/psychiatric or medical evaluations for the parents of the juvenile under supervision are unallowable.

41. **Publication and Printing Costs.** Publication costs, including the costs of printing, distribution, mailing and general handling are allowable.
42. **Rearrangements and Alterations.** Costs incurred for ordinary and normal rearrangement and alteration of facilities are allowable.
43. **Reconversion Costs.** Costs incurred in the restoration or rehabilitation of the Grantee's facilities to approximately the same condition existing immediately prior to commencement of the Commission grants, less costs related to normal wear and tear, are unallowable.
44. **Rental Costs.** Rental costs including but not limited to vehicles and office space are allowable to the extent that the rates are reasonable in light of such factors as rental costs of comparable property, if any, market conditions in the area, alternatives available, and the type, life expectancy, condition and value of the property leased.
45. **Residential Services.** Residential services means the provision of services to a juvenile that has been placed in a pre-adjudication secure detention facility, a short-term secure detention facility (i.e., holdover), a post-adjudication secure correctional facility, a non-secure correctional facility, a residential child-care facility or an out-of-state residential placement facility.
 - a. **Pre-Adjudication Secure Detention Facilities.** Grant funds may be utilized to pay for all or part of the costs of the placement of a juvenile into any public or private pre-adjudication secure detention facility in the state of Texas provided that the facility has been certified and registered in accordance with the Texas Family Code Section 51.12. This includes a short-term secure detention facility (i.e., holdover).
 - b. **Post-Adjudication Secure Correctional Facilities.** Grant funds may be utilized to pay for all or part of the costs of the placement of a juvenile into any public or private post-adjudication secure correctional facility provided that it has been certified and registered in accordance with Section 51.125 of the Texas Family Code.
 - c. **Non-Secure Correctional Facilities.** Grant funds may be utilized to pay for all or part of the costs of the placement of a juvenile into any public or private non-secure correctional facility provided that it has been certified and registered in accordance with Section 51.126 of the Texas Family Code.
 - d. **Residential Child-Care Facility.** Grant funds may be utilized to pay for all or part of the costs of a placement of a juvenile into a residential child-care facility in this state that is licensed by the Texas Department of Family and Protective Services or other regulatory authority if said facility is required to possess such a license. Grant funds may be utilized to pay for all or part of the costs of a placement of a juvenile into a residential child-care facility if the facility is accredited in accordance with the provisions of Chapter 42, Subchapter E of the Human Resources Code regarding Accreditation of Child-Care Facilities and Child-Placing Agencies.
 - e. **Out-of-State Residential Placement Facility.** Grant funding can be utilized to pay for all or part of the costs of an out-of-state placement of a juvenile into any residential placement facility in a state outside of Texas, both public and private, that is licensed, regulated or certified by a governmental entity in the state where the facility is located.
46. **Other Funding Sources.** Other sources of funds such as court ordered child support payments and social security payments with the exclusion of IV-E Federal funds shall be contributed towards the individual juvenile's placement cost for residential services.
47. **Services in Foreign Country.** Grant funds shall not be expended for the purchase of services to be provided in a foreign country.
48. **Tobacco Products.** Grant funds expended for tobacco products are unallowable.
49. **Taxes.** Taxes that a Grantee is legally required to pay are allowable.

50. **Training.** The cost of training that is related to employment provided for employee development is allowable.
- a. **Firearms Training.** The purchase of firearms proficiency training is allowable only for the benefit of eligible juvenile probation officers who have met the requirements established under the Commission's administrative rules and other applicable law.
51. **Travel Costs.**
- a. **General.** Travel costs are allowable for expenses for transportation, lodging, subsistence and related items incurred by employees traveling on official business. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and results in charges consistent with those normally allowed in like circumstances in non-Commission sponsored activities. In no event can reimbursement rates exceed the established travel rates for the state of Texas.
- b. **Lodging and Subsistence.** Costs incurred by employees and officers for travel, including costs of lodging, other subsistence and incidental expenses, shall be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the local departments in its regular operations as a result of the Grantee's policy. In the absence of a written local departmental policy regarding travel costs, the rates and amounts established by the state of Texas will prevail. In no event can reimbursement rates exceed the established travel rates for the state of Texas.
- c. **Commercial Air Travel.** Airfare costs in excess of the customary standard (i.e., coach or equivalent) airfare, are unallowable except when such customary standard accommodations would require circuitous routing, require travel during unreasonable hours, excessively prolong travel, greatly increase the duration of the flight, result in increased cost that would offset transportation savings or offer accommodations not reasonably adequate for the medical needs of the traveler. However, in order for airfare costs in excess of the customary standard commercial airfare to be allowable (i.e., use of first-class airfare), the Grantee must justify and document on a case-by-case basis the applicable condition(s) set forth above.
- d. **Out-of-State Travel.** Grant funds shall not be expended for travel outside Texas or the United States unless a *Request to Use TJPC Funds to Attend Out-of-State Training* [TJPC-CER-01-11] has been submitted by the Grantee and prior written approval of the trip and projected costs for such travel has been granted by the Commission.
- e. **Lobbying.** The cost of travel expended for the purpose of lobbying and associated activities are unallowable.
52. **Weapons.** The purchase of a weapon, firearm, ammunition or related supplies is unallowable.

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