

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

Contract No.: 17-C0127

ARTICLE 1 INTRODUCTION

SECTION 1.1 PARTIES

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

SECTION 1.2 AUTHORITY

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

SECTION 1.3 PURPOSE OF CONTRACT

1.3.1 Background and Purpose

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

The enabling legislation for the access and visitation programs, 42 U.S.C. §669b, provides that federal funds granted to the State of Texas under the legislation ("**Access and Visitation Grant Program Funds**") must be used "... to establish ... programs to support and facilitate non-custodial parents' access to and visitation of their children." The State of Texas has chosen to select programs offering services in one or more of the following activities for Access and Visitation Grant Program Funds: mediation (both voluntary and mandatory); counseling; education; development of parenting plans; visitation enforcement (including litigation); development of guidelines for visitation; alternative custody arrangements; and alternative dispute resolution (other than mediation).

The OAG refers to programs administered by contractors receiving Access and Visitation Grant Program Funds through the OAG as "**Shared Parenting Programs**." The Contractor submitted a grant application for Access and Visitation Grant Program Funds, titled "Shared Parenting Grant Application, Fiscal Years 2017-2019" ("**Shared Parenting Grant Application**"), a copy of which is attached hereto as Attachment A and made a part hereof.

1.3.2 Source of Funding

Funds paid by the OAG to the Contractor under this Contract are Access and Visitation Grant Program Funds awarded to the OAG by the U.S. Department of Health and Human Services (“DHHS”) pursuant to 42 U.S.C. §669b.

SECTION 1.4 DEFINITIONS

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

TERM	DEFINITION
Access and Visitation Grant Program Funds	Funds awarded to the State of Texas by DHHS pursuant to 42 U.S.C. §669b
Auditing Entities	The Office of the Attorney General of the State of Texas, the Texas State Auditor’s Office, the U.S. Department of Health and Human Services, the Comptroller General of the U.S., and any of their duly authorized representatives or successors.
Contractor	The entity identified in Section 1.1. The Contractor is also a sub-recipient of the Access and Visitation Grant Program Funds.
Controlled Correspondence	Numbered and tracked correspondence on important Contract-related issues. Pursuant to Section 6.1, the OAG shall manage the controlled correspondence process.
Costs Incurred	Cost principle which includes the accrued method of accounting or costs actually paid.
Non-Custodial Parent (NCP)	An individual who owes, or is alleged to owe, a duty of child support and who does not have primary custody of the child needing support.
Performance Indicator	The performance criteria listed on the Performance Indicator Report attached as Attachment B.
Performance Indicator Adjustment	A revision by the OAG of the Performance Indicators and/or the service levels of Performance Indicators listed in Attachment B.
Renewal Terms	Any extensions of the term of the Contract pursuant to Section 2.2.
Shared Parenting Programs	Programs administered by Contractors receiving Access and Visitation Program Funds through the OAG
Shared Parenting Program Application	Contractor’s grant application for these funds, titled “Shared Parenting Grant Application, Fiscal Years 2017-2019”
Supplies	Consumable goods.
Salary	The gross salary, including payroll-related taxes, for an employee.
State of Texas	Also referred to as “state,” this term means or includes the OAG.

SECTION 1.5 CONSTRUCTION OF THIS CONTRACT

1.5.1 Global Drafting Conventions

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

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

1.5.2 Contract Headings

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

ARTICLE 2 TERM OF THIS CONTRACT

SECTION 2.1 INITIAL TERM

This Contract shall commence on September 1, 2016 and automatically expire on August 31, 2017 (the "Initial Term").

SECTION 2.2 CONTRACT EXTENSION

The OAG, at its sole discretion, may elect to extend the expiration date of this Contract by fiscal year for up to three additional years ("Renewal Terms"). In deciding whether to renew the Contract, the OAG will consider, among other factors, (1) the performance of the Contractor under this Contract thus far, including whether the Contractor continues to meet the requirements of this Contract, and (2) the availability of sufficient funds.

Any extension will be effectuated by a written amendment pursuant to Article 8 at the sole discretion of the OAG. Such an amendment may include revisions to this Contract that the OAG deems necessary for compliance with any new requirements, terms and conditions of any of the OAG's federal grants for access and visitation related to this Contract or other applicable federal and state laws mandates, requirements, and regulations. Should such changes to this Contract prevent the Contractor from fulfilling its duties under this Contract, the OAG will discharge the Contractor from any further obligation under this Contract pursuant to Section 9.3. Such amendment may also include revisions to the budget in accordance with Section 4.2.1 to identify the budget for the extended period.

No commitment of Access and Visitation Grant Program Funds is permitted prior to the first days or subsequent to the last days of the Initial Term and any Renewal Terms of this Contract.

ARTICLE 3 SCOPE OF WORK AND PARTY RESPONSIBILITIES

SECTION 3.1 DUTIES OF CONTRACTOR

The Contractor shall provide direct services to its clientele in the manner prescribed in this Contract.

3.1.1 General Requirements

3.1.1.1 Federal Requirements

The Contractor's Shared Parenting Program must include one or more of the following services, as required by 42 U.S.C. §669b(a):

- mediation (both voluntary and mandatory)
- counseling;
- education;

- development of parenting plans;
- visitation enforcement (including monitoring, supervision and neutral drop-off and pickup) and;
- development of guidelines for visitation and alternative custody arrangements.

3.1.1.2 OAG Shared Parenting Conference Attendance

At least one direct services provider must attend the annual OAG Shared Parenting Conference.

3.1.2 Scope of Work

The Contractor shall provide the specific services listed below and in the Performance Indicator Report attached as Attachment B. Such services fall within the one or more of the service categories set out in Section 3.1.1 above.

3.1.2.1 Specific Services

Contractor shall provide the following services:

- Parenting education;
- Alternative Dispute Resolution (ADR);
- Visitation enforcement services;
- Legal screening of orders for eligibility for visitation enforcement services after completing parent education and ADR services; and
- Friend of the court services for visitation enforcement if parent education, alternative dispute resolution, and pretrial conferences do not resolve visitation issues.

3.1.2.2 Mediation Services

Contractor shall provide staff for the alternative dispute resolution services who meet the following minimum qualifications:

- Completion of dispute resolution training;
- Completion of advanced family law mediation training; and
- One (1) year experience conducting family law mediation/negotiation

3.1.2.3 Changes in Services

An addition or deletion of a service described in Sections 3.1.1 or 3.1.2 requires an amendment to this Contract and a Performance Indicator Adjustment.

3.1.3 Quality of Performance

The OAG expects the Contractor's performance under this Contract to continuously meet or exceed performance criteria over the term of this Contract. It is the intent of the OAG to establish a good working relationship with the Contractor and make a good faith effort to resolve problems identified by either the OAG or the Contractor. Identification of problems by either the OAG or

the Contractor shall be sufficiently detailed to enable the Parties to make prompt decisions as to the best method for resolving the problem and continuing within the established time frames for performance under this Contract.

3.1.3.1 Contractor's Performance Measures

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

- each of the provisions of this Contract, including the latest amendments or budget adjustments;
- grant guidelines for reimbursement of invoices set forth in Sections 4.2 and 4.3;
- the Scope of Work in Section 3.1.2 delivered to the OAG's satisfaction; and
- the Performance Indicators.

Upon written approval from the OAG, performance measures/indicators may be modified by the Contractor or by the OAG through a Performance Indicator Adjustment without the necessity of amending this Contract.

3.1.3.2 OAG Monitoring and Acceptance

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

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

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

- violates a provision of this Contract or a provision of the regulations and rules listed in Table 2 in Section 4.2;
- fails to meet one or more Performance Indicator(s); or
- represents a failure of the Contractor to be reasonably responsive to a reasonable request of the OAG for information, assistance, or support within the timeframe specified by the OAG.

3.1.3.3 No Suspension of Contract

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

3.1.3.4 OAG's Remedies

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

- Conduct accelerated monitoring of the Contractor. Accelerated monitoring means more frequent or more extensive monitoring shall be performed by the OAG than would routinely be accomplished;
- Require additional, more detailed, financial and/or programmatic reports be submitted by the Contractor in accordance with this Contract;
- Require the Contractor to obtain additional technical or management assistance and/or make modifications in business practices;
- Modify this Contract to reduce the amount of services or deliverables provided by the Contractor, with a corresponding adjustment to the Contract amount and budget, and seek another contractor to perform those removed services or deliverables; or
- Terminate or decline to extend this Contract.

SECTION 3.2 DUTIES OF OAG

3.2.1 Reimbursement Responsibilities

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

3.2.2 Additional Responsibilities

The OAG shall also provide:

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

ARTICLE 4 FINANCIAL MATTERS

SECTION 4.1 THE OAG'S MAXIMUM LIABILITY

Under no event shall the total amount expended under this Contract exceed \$60,000, unless amended pursuant to Article 8. Any change to such amount requires a proper amendment to this Contract.

SECTION 4.2 PAYMENT STRUCTURE

4.2.1 Budget

Table 1 below and the Detailed Program Budget attached as Attachment C reflect the budget categories and amounts for the initial term of this Contract. For Renewal Terms, the 12-month contract amount will be allocated by Fiscal Year, subject to renewal and approval at the end of the first 12 months in accordance with Section 2.2.

Table 1. Fiscal Year 2017: September 1, 2016 through August 31, 2017 (See Attachment C for Detailed Program Budget)

Category	Amount
Salary	\$44,960
Fringe	\$14,240
Training and In-State Travel	\$800
Supplies	\$0
Contractual	\$0
Other	\$0
Total	\$60,000

4.2.2 Budget Adjustments

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

4.2.3 Reimbursable Costs

The OAG shall only reimburse Costs Incurred by the Contractor during the term of this Contract. For all costs submitted for reimbursement by the OAG, the Contractor must comply with the directives of the Access and Visitation Grant award to Texas (CFDA No. 93.597) and the guidelines identified in Table 2, below.

Table 2. Reimbursement Regulations and Rules

Statutory Requirements	Cost Principles	Administrative Requirements	Audit Requirements
42 U.S.C.A. § 669b	OMB A-87; 2 CFR 225	OMB A-102; 45 C.F.R. part 92	OMB A-133
	Generally Accepted Accounting Principles (GAAP)	Generally Accepted Accounting Principles (GAAP)	Generally Accepted Accounting Principles (GAAP)

Subject to the above regulations and rules, the OAG shall only reimburse the Contractor for the following cost categories and only if the Costs Incurred are reasonable and necessary:

4.2.3.1 Salaries and other Employee Costs

The OAG shall reimburse the direct Salary costs for the Contractor's employees, to the extent those employees perform work under this Contract. The OAG shall only reimburse the Contractor for employee costs that are directly related to performing the responsibilities of this Contract.

4.2.3.2 Fringe Benefits

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

4.2.3.3 Training

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

4.2.3.4 Travel Expenses

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

In addition to the invoicing requirements of Section 4.3, the Contractor shall submit to the OAG, within twenty (20) days after the end of the month in which the approved travel expenses were incurred, a copy of the OAG's approval of the travel, receipts for all travel expenses identified on the invoice, and any other information and documentation requested by the OAG.

4.2.3.5 Supplies

Supplies are expenditures for consumable goods used for the office or Shared Parenting Program and do not include copying, printing, telephone, or utilities. The purchase of supplies costing over \$50 each require advance OAG approval.

4.2.3.6 Contractual Expenses

In the event that the Contractor determines that it is necessary or expedient to subcontract for any of the performances specified herein, the OAG shall reimburse the Contractor for the costs needed to perform the responsibilities of this Contract, as long as the subcontract is entered into pursuant to Section 6.5.

4.2.3.7 Other Direct Operating Expenses

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

Copying and Printing

- The costs of printing needed to perform the responsibilities of this Contract. Copying expenses incurred by the Contractor for existing material may be reimbursed, do not require prior approval from the OAG, and do not need to include the statements required in Section 10.2.7. However, if the Contractor develops and/or produces materials for which it intends to request reimbursement from the OAG under this Contract, the Contractor must submit the material to the OAG for prior approval prior to producing, printing, or distributing the material and the Contractor must insert the language required by Section 10.2.7. Additionally, the Contractor is solely responsible for complying with all copyright laws for any existing material it copies.

Postage

- Postage costs incurred in the performance of this Contract.

Telephone

- Local and long-distance telephone call costs, but only if the Contractor has a cost allocation plan or another method that accurately distinguishes telephone expenses related to this Contract from those telephone expenses not related to this Contract.

4.2.4 No Additional Expenses

The Contractor further agrees that:

- The costs described in Sections 4.2.3.1 through 4.2.3.7 relating to the Contractor's performance of its responsibilities under this Contract represent the only costs that can be reimbursed by the OAG;
- No other costs for tasks, functions, or activities that are incidental or ancillary to the performance of the Contractor's responsibilities under this Contract shall be sought from the OAG, nor shall the failure of the OAG to pay for such incidental or ancillary services and deliverables entitle the Contractor to cease performing its responsibilities due under this Contract;
- Equipment costs will not be reimbursed by the OAG with Access and Visitation Grant Program Funds under this Contract; and
- The Contractor shall not be entitled to reimbursement for any task required by this Contract unless and until it has been performed and/or delivered to the OAG in accordance with the terms of this Contract, and no partial or progress payments shall be made except as mutually agreed upon by the Parties.

4.2.5 Reimbursement Limitations

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

4.2.5.1 No Supplanting or Reducing Other Financial Support

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

4.2.5.2 The Contractor Assumes the Risk

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

4.2.5.3 OAG Suspension of Reimbursements

The OAG may deny or suspend reimbursement:

- For any invoice submitted more than ninety (90) days from the end of the month in which the cost was incurred;
- For failure to provide requested performance reports, financial compliance monitoring reports, data collection, information, and/or supporting documentation;
- For failure to submit independent audit reports, as required by this Contract and the applicable OMB circulars or other applicable law;
- If program requirements are not timely met, as specified in this Contract;
- If prior approval is not obtained for any cost that requires prior approval; and
- If the eligibility of the Contractor to receive funding is in dispute, until such dispute is resolved to the OAG's satisfaction.

SECTION 4.3 INVOICING AND PAYMENT INFORMATION

The OAG shall reimburse the Contractor for costs under this Contract that are identified in properly submitted invoices, pursuant to this Section, and limited by the total value of this Contract identified in Section 4.1. The OAG shall not be liable for any performances rendered or obligations incurred on behalf of the OAG by the Contractor before execution of this document.

4.3.1 Submitting Invoices

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

The Contractor shall include on each invoice the following information:

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

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

- Performance Indicator Report;
- Financial Status Report (FSR) form;
- Provider Worksheet; and
- Salary Match Detail Report.

The Contractor shall submit any additional documentation or explanation the OAG requests to support or document the information on any invoice within five (5) calendar days after receipt of the request.

The Contractor shall address and mail all invoices to:

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

4.3.2 Frequency

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

4.3.3 Final Invoice Requirements

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

4.3.4 OAG Adjustments to Final Invoice Amount

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

4.3.5 Time and Manner of Reimbursement by the OAG

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

4.3.6 Disputed Invoices

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

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

4.3.7 Refunds

If the OAG determines that it has overpaid the Contractor under this Contract, the Contractor shall refund that amount of OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owing, as a reimbursement, but unpaid to the Contractor. The Contractor shall refund any overpayment to the OAG within thirty (30) calendar days after receipt of the notice of the overpayment from the OAG.

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

The obligations of the OAG and the Contractor in this Refunds Section shall survive this Contract, pursuant to Section 9.5.

SECTION 4.4 AUDIT REQUIREMENTS

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

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

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

In order to comply with the monitoring and auditing requirements governing this Contract, the Contractor is considered a subrecipient of federal pass-through funds under the CFDA No. 93.597. All accounting records should identify the source of the funds received by the Contractor under this Contract as Access and Visitation Grant Program Funds passed through from the OAG.

Contractor will contract with an independent CPA firm to perform an annual financial audit. Contractor's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations). The annual financial audit, along with related management letters and management responses of Contractor, if applicable, shall be submitted within nine (9) months after the end of the Contractor's accounting year.

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

SECTION 4.5 ADDITIONAL FINANCIAL TERMS

4.5.1 Buy Texas

In accordance with §2155.4441, Texas Government Code, the Contractor shall, in performing any services under this Contract, purchase products, materials, and services produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside the state.

4.5.2 Liability For and Payment of Taxes

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

4.5.3 Legislative Appropriations

All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement. The parties acknowledge that the ability of the OAG to make payments under this contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The parties acknowledge that funds are not specifically appropriated for this contract and the OAG's continual ability to make payments under this contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational

reductions, the OAG, in its discretion, may terminate this contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this contract, nor shall it be liable for any further payments ordinarily due under this contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to Contractor of any such termination. In the event of such a termination, Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the Contractor has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the contract requirements, prior to the effective date of termination.

4.5.4 Provision of Funding by United States

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

4.5.5 Antitrust

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

SECTION 4.6 MANAGEMENT'S FINANCIAL RESPONSIBILITIES

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

approval for alternate operating methods from the OAG. If the OAG approves an alternate operating method, it shall do so either through Controlled Correspondence or an amendment to this Contract, whichever is appropriate pursuant to the terms of this Contract.

ARTICLE 5 CONTRACTOR'S WARRANTIES, AFFIRMATIONS AND CERTIFICATIONS

SECTION 5.1 CONTRACTOR'S WARRANTIES

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

5.1.1 Compliance with Federal Procedures

The Contractor warrants that:

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

5.1.2 The Contractor's Ability and Experience

The Contractor warrants that it, including its subcontractors, is an existing provider of the services and deliverables contemplated by this Contract and that the Contractor has the skills, qualifications, expertise, financial resources, and experience necessary to perform the responsibilities of this Contract in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and has performed similar services for other public or private entities in the past two years.

5.1.3 The Contractor Understands OAG's Needs

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

5.1.4 The Contractor Is Authorized to Execute This Contract

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

5.1.5 Efficiency and Cost-Effectiveness

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

SECTION 5.2 CONTRACTOR'S AFFIRMATIONS AND CERTIFICATIONS

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

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

ARTICLE 6 CONTRACT MANAGEMENT

SECTION 6.1 CONTROLLED CORRESPONDENCE

In order to track and document requests for decisions and/or information pertaining to this Contract, and the subsequent response to those requests, the OAG and the Contractor shall use Controlled Correspondence. The OAG shall manage the Controlled Correspondence for this Contract. For each Controlled Correspondence document, the OAG shall assign a tracking number and the document shall be signed by the appropriate Party's Contract Manager. The Controlled Correspondence process may be used to document refinements and interpretations of the provisions of this Contract. Controlled Correspondence may also be used to document the cost impacts of proposed changes. However, Controlled Correspondence shall not be used to change pricing or alter the terms of this Contract. Controlled Correspondence shall not be the basis of a claim for equitable adjustment of pricing. Any changes that involve the pricing or the terms of this Contract must be by a Contract amendment. Controlled Correspondence documents shall be maintained by both Parties in on-going logs and shall become part of the normal status reporting process. Any communication not generated in accordance with such process shall not be binding upon the parties and shall be of no effect.

SECTION 6.2 NOTICES AND LIAISONS

6.2.1 Written Notices Delivery

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

6.2.2 Notice to the Contractor

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

David W. Simpson, Executive Director
Harris County Domestic Relations Office
1310 Prairie, Suite 700
Houston, TX 77002

6.2.3 Notice to the OAG

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

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

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

Clayton Richter (or successor in office)
Managing Attorney,
Policy, Legal and Program Operations, MC 044
Office of the Attorney General
P. O. Box 12017
Austin, Texas 78711-2017

SECTION 6.3 CONTRACT MANAGERS

6.3.1 The OAG Contract Manager

The OAG Contract Manager for this Contract shall be Deborah Arellano (or successor in office). Changes to the OAG Contract Manager shall thereafter be documented by Controlled Correspondence. The OAG Contract Manager has the authority to:

- sign Controlled Correspondence
- serve as the day-to-day point of contact
- coordinate quality control reviews
- approve invoices
- coordinate meetings with the Contractor
- investigate complaints

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

- Contract amendment
- Pricing change

6.3.2 The Contractor's Contract Manager

The Contractor's Contract Manager is David W. Simpson (or his/her successor in office). Changes to the Contractor's Contract Manager shall hereafter be documented by Controlled Correspondence. The Contractor's Contract Manager has the authority to:

- Make decisions regarding the deliverables required by this Contract
- Sign Controlled Correspondence
- Serve as the day-to-day point of contact
- Coordinate quality control reviews
- Coordinate meetings with the OAG
- Investigate complaints

SECTION 6.4 REPORTING

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

SECTION 6.5 SUBCONTRACTING APPROVAL REQUIRED

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

SECTION 6.6 NO ASSIGNMENT BY CONTRACTOR

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

SECTION 6.7 REPORTING FRAUD, WASTE OR ABUSE

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

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

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

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

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

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

SECTION 6.8 DISPUTE RESOLUTION PROCESS FOR CONTRACTOR BREACH OF CONTRACT CLAIM

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

6.8.1 Written Notice

Any claim by the Contractor for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the Contractor shall submit written notice, as required by subchapter B, to the Deputy Attorney General for Child Support, Office of the Attorney General, P.O. Box 12017 (Mail Code 033), Austin, Texas 78711-2017. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the OAG and the Contractor otherwise entitled to notice under this Contract. Compliance by the Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.

6.8.2 Exclusive Process

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

6.8.3 Condition Precedent

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

6.8.4 OAG Rules

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

6.8.5 No Suspension of Performance

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

SECTION 6.9 COOPERATION WITH THE OAG

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

ARTICLE 7 SECURITY AND CONFIDENTIALITY

SECTION 7.1 SECURITY AND CONFIDENTIALITY REQUIREMENTS

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

SECTION 7.2 CONTRACTOR'S ACCESS TO DATA AND OAG FACILITIES

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

SECTION 7.3 SURVIVAL OF PROVISION

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

SECTION 7.4 INCLUSION IN ALL SUBCONTRACTS

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

ARTICLE 8 CONTRACT AMENDMENT

Any alterations, additions, or deletions in the terms and conditions of this Contract shall be by written amendment executed by both Parties. Any supplemental submission of project milestones, goals, objectives and action items included in an amendment to this Contract will be incorporated by reference herein, and made a part hereof, for all intents and purposes. The Contractor shall not be entitled to payment for any additional services, work, or products that are not authorized by a properly executed Contract amendment.

ARTICLE 9 TERMINATION OF THE CONTRACT

SECTION 9.1 TERMINATION FOR CONVENIENCE OF THE STATE OF TEXAS

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

SECTION 9.2 TERMINATION FOR CAUSE

If the Contractor fails to provide the contracted for commodities and or services according to the provisions of this contract, or fails to comply with any of the terms or conditions of this contract, the OAG may, upon written notice of default to Contractor, immediately terminate all or any part of this contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under this contract.

The OAG may exercise any other right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law or proceed by appropriate court action to enforce the provisions of this contract, or to recover damages for the breach of any agreement being derived from this contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless the OAG notifies the Vendor in writing prior to the exercise of such remedy. The Contractor will remain liable for all covenants and indemnities under the aforesaid agreement. The Contractor will be liable for all costs and expenses, including court costs, incurred by the OAG with respect to the enforcement of any of the remedies listed herein.

SECTION 9.3 TERMINATION DUE TO CHANGES IN FEDERAL OR STATE REQUIREMENTS

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

SECTION 9.4 RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

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

SECTION 9.5 SURVIVAL OF TERMS

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

ARTICLE 10 GENERAL TERMS AND CONDITIONS

SECTION 10.1 FEDERAL TERMS AND CONDITIONS

10.1.1 Compliance with Law and Conforming Amendments

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

10.1.2 Civil Rights

The Contractor agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. The Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity", and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor". The Contractor shall ensure that all subcontracts comply with the above referenced provisions.

10.1.3 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this transaction by any federal department or agency. The certification requirement of this provision shall be included in all subcontracts.

10.1.4 Records Retention and Inspection

Contractor shall retain all financial records, supporting documents, statistical records, and any other records, documents, papers or books (collectively referred to as records) relating to the performances called for in this contract. Contractor shall retain all such records for a period of three (3) years after expiration of the term of this contract, or until the OAG or the United States are satisfied that all audit, claim, negotiation and litigation matters are resolved, whichever period is longer. Contractor shall grant access to all such records to the OAG, the State Auditor of Texas, the United States Department of Health

and Human Services and the Comptroller General of the United States (or any of their duly authorized representatives) for the purposes of inspecting, auditing, or copying such records. The requirements of this provision shall be included in all subcontracts.

10.1.5 Environmental Protection

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

10.1.6 Certain Disclosures Concerning Lobbying

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

10.1.7 State and Local Lobbying

The Contractor shall not use Access and Visitation Grant Program Funds to lobby at the state or local level, in the State of Texas.

10.1.8 Dealings With Public Servants

Contractor, by signing this Contract, certifies that it has not given nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this transaction.

10.1.9 Conflicts of Interest

Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to the OAG under this Contract and that Contractor's provision of the requested items under this Contract would not reasonably create an appearance of impropriety.

10.1.10 Copyrights and Publication

Contractor understands and agrees that where activities supported by this Contract produce original books, manuals, films, or other original material (hereinafter referred to as "the works"), Contractor may copyright the works subject to the reservation by the OAG and/or the United States Department of Health and Human Services, Administration for Children and Families of a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for State and/or Federal Government purposes:

- the copyright in the works developed under this Contract, and
- any rights of copyright to which Contractor purchases ownership with funding from this Contract.

Contractor may publish, at its expense, the results of Contract performance with prior OAG review and approval of that publication. Any publication (written, visual, or sound) shall include acknowledgment of the support received from the OAG and the United States Department of Health and Human Services, Administration for Children and Families. One (1) copy of any such publication must be provided to the OAG. The OAG reserves the right to require additional copies before or after the initial review. All copies shall be provided free of charge.

SECTION 10.2 GENERAL RESPONSIBILITIES

10.2.1 Independent Contractor

This Contract shall not render Contractor an employee, officer, or agent of the OAG for any purpose. Contractor is and shall remain an independent contractor in relationship to the OAG. The OAG shall not be responsible for withholding taxes from payments made under this Contract. Contractor shall have no claim against the OAG for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

10.2.2 Behavioral Control

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

10.2.3 Financial Control

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

10.2.4 Relationship of the Parties

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

10.2.5 No Implied Authority

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

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

10.2.6 News Releases or Pronouncements

The OAG does not endorse any contractor, vendor, commodity, or service. No public disclosures or news releases pertaining to this Contract shall be made without prior written approval of the OAG.

10.2.7 Force Majeure

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

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

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

SECTION 10.3 SPECIAL TERMS AND CONDITIONS

10.3.1 Permits

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

10.3.2 Offshoring

All work to be performed under this Contract shall be performed within the United States of America and its territories.

SECTION 10.4 RIGHT OF REMOVAL

OAG expects all services under this Contract to be competently and professionally performed. Contractor and Contractor subcontractor personnel and agents shall comply with all OAG policy, procedures and requirements relating to standards of conduct and shall be courteous and professional in all communications during their performance of the requirements of this Contract. Any actions deemed incompetent or unprofessional must be remedied to the satisfaction of the OAG Contract Manager. The OAG reserves the right, in its sole discretion, to require the immediate removal from the performance of services under this Contract and replacement of any Contractor and/or Contractor subcontractor personnel and agents deemed by the OAG to be discourteous, unprofessional, incompetent, careless, unsuitable or otherwise objectionable. Any replacement personnel assigned by Contractor to perform services under this Contract must have qualifications for the assigned position that equal or exceed those of the person being replaced.

SECTION 10.5 BACKGROUND REVIEWS

10.5.1. By entering into this contract, the County certifies that it will perform a background review, to include criminal history record information, of all County Agents before allowing a County Agent to provide services to the OAG or to have access to OAG Data (hereinafter referred to as "contract associated service") and that such background review shall not occur any earlier than six (6) months prior to the County Agent performing any such services. County may request OAG to perform such reviews. In such instances County shall provide OAG with the County Agent's: name (including any other names used); day time phone number; date of birth; driver license number; social security number and any criminal offense convictions (if known by the County and if the County is not prohibited from disclosing the criminal offense convictions to the OAG). OAG shall perform the reviews at its own expense. The term County Agent as used in this "Background Reviews" provision means: all persons who perform contract associated services on County's behalf including County's officials, employees, agents, consultants, subcontractors and representatives performing contract associated services. No County Agent who has been convicted of a felony for crimes involving violence, child abuse or neglect, sexual offenses, theft or fraud or is a registered sex offender may perform any contract associated service.

10.5.2. The Child Support Division of the Office of the Texas Attorney General is the Title IV-D agency for the State of Texas. Pursuant to Texas Government Code Section 411.127 the Child Support Division has the right to obtain criminal history record information that relates to an entity who proposes to enter into a contract with or that has a contract with the Child Support Division. OAG shall have the right under this contract to perform initial and periodic detailed background reviews, to include a criminal history records check, on any of County's Agents that are assigned to provide services to the OAG or are authorized to access, or are requesting to access, OAG Data. Upon request, and to assist OAG in performing background reviews and criminal records checks, County shall provide identifying data and any required consent and authorization to perform such reviews and checks. OAG is prohibited from revealing the results of any criminal history records check to the County.

10.5.3. Within ten (10) business days of County signing the contract County (unless directed otherwise in Controlled Correspondence) shall provide the OAG with a list of all County Agents who will be performing contract associated service. The list shall contain the following information:

- Name (including any other names used);
- Day-time phone number;
- Responsibilities under the contract;
- Date of birth;
- Driver License number;
- Social Security number; and
- Criminal Offense convictions, if known by the County and if the County is not prohibited from disclosing the criminal offense convictions to the OAG.

10.5.4. County shall provide an updated list to the OAG whenever a new County Agent is assigned to perform any contract associated service. County shall notify the OAG whenever a County Agent is to assume a new responsibility with regard to the performance of contract associated service.

10.5.5. No County Agent shall commence performance of contract associated service or assume new responsibilities regarding contract associated service until the OAG, by Controlled Correspondence, consents to such County Agent performing such service or new responsibilities. This prohibition pertains to performance of contract associated service and is not intended to preclude the County from continuing to engage the County Agent's services for non-contract associated service.

10.5.6. County must require all County Agents to notify County of any arrest (to include the date of arrest, arresting entity, and charges) at the earliest possible opportunity but no later than the end of the first business day following an arrest. Within one business day of an arrest notification the County shall notify the OAG of the arrest. County must also require any County Agent who has been arrested to provide an official offense report to the County as soon as possible but no later than 30 calendar days from the date of the arrest. Within one business day of receipt of the report, the County shall provide the OAG with a copy of the offense report.

SECTION 10.6 NON-WAIVER OF RIGHTS

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

SECTION 10.7 NO WAIVER OF SOVEREIGN IMMUNITY

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

SECTION 10.8 SEVERABILITY

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

SECTION 10.9 APPLICABLE LAW AND VENUE

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

SECTION 10.10 ENTIRE AGREEMENT

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

10.10.1 Contract Documentation

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

Attachment A: Shared Parenting Grant Application

Attachment B: Performance Indicator Report

Attachment C: Shared Parenting Detailed Program Budget

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

10.10.2 Order of Precedence

In the case of any dispute concerning the Contractor's compliance with the requirements of this Contract, the following order of precedence will apply:

1. The body of this document;
2. The Shared Parenting Detailed Program Budget (Attachment C)
3. The Performance Indicator Report (Attachment B); and
4. The Shared Parenting Grant Application (Attachment A).

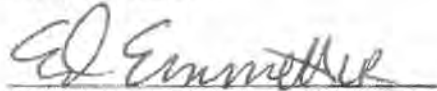
The parties agree that the Contractor's Shared Parenting Grant Application constitutes promised Contractor performance and may be used by the Parties as proof of whether the Contractor is performing as promised. Provided, however, that the Contractor's Shared Parenting Grant Application may not be used by the Contractor to establish a limitation to promised performance. Any limitations in the Contractor's Shared Parenting Grant Application shall only be operative if explicitly set forth in the body of this document.

SECTION 10.11 COUNTERPARTS

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

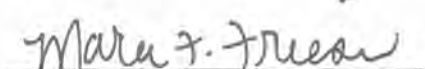
WHEREFORE, the Parties to this Contract hereby acknowledge and affirm that the responsibilities described herein, including all Attachments hereto, are both necessary and authorized. The Parties hereto certify, by signing in the spaces provided below, that this Contract neither requires nor permits either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

HARRIS COUNTY



THE HONORABLE ED EMMETT
COUNTY JUDGE

OFFICE OF THE ATTORNEY GENERAL OF
TEXAS



MARA FLANAGAN FRIESEN
DEPUTY ATTORNEY GENERAL FOR CHILD
SUPPORT (TITLE IV-D DIRECTOR)

DATE OCT 11 2016

DATE 10/24/16

Office of the Attorney General
Shared Parenting Grant Application
Fiscal Years 2017-2019

General Information

Full Legal Name of Entity	Harris County Domestic Relations Office
Doing Business As	N/A
Name/Title of Grant Application Contact	David W. Simpson Executive Director
Name of Project	Parenting Time Program
Amount Requested	\$101,000 each year
Award Funding Period	September 1, 2016 – August 31, 2017; option to renew
Mailing Address/P.O. Box	1310 Prairie, Suite 700
• City	Houston
• State	Texas
• Zip	77002
Physical Address	Same
• County	
• City	
• State	
• Zip	
Type of Entity (Court, Local Government, Non-Profit)	Local Government
Website(s) & Social Media	www.dro.hctx.net
How many Paid Employees in Organization	63
Texas Vendor ID# (14 digits)	n/a
Federal Employer ID# (9 digits)	760454514
Organization year end (month, date, year)	2/28/17
Application Contact Name	David W. Simpson
• Title	Executive Director
• Telephone Number	713 – 274 -7307
• Web Site; social media addresses	713-437-4744
• E-Mail Address	david_simpson@hctx.net
Name of Project Financial Officer	Barbara Schott
• Title of Project Financial Officer	County Auditor
• Telephone Number	713-755-5000
• E-Mail Address	713-755-8866
Name of Person Authorized to Sign Contracts on behalf of	Honorable Ed Emmett

Applicant	
• Title of Person Authorized	County Judge
• Telephone Number	713-755-5000
• E-Mail Address	713-755-8379
Debarment – Organization's current status, "Yes" or "No". If "Yes," please explain.	No
Geographical Areas to be Served (by county)	Harris & surrounding contiguous counties where applicant has a Harris County order
Brief Description of Project	Provide mediation services to families seeking to establish possession and access. Provide cooperative parenting and child access/possession services through a process involving legal assistance, mediation, counseling, education and, when necessary, litigation.

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

1. Historical Applicant Information

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

Harris County Commissioners Court established the Domestic Relations Office (DRO) in 1983 to assist families in litigation and to provide services to the local family courts. The DRO serves the ten Family District Courts and four IV-D Courts in Harris County. Services have been expanded and the Office currently provides a variety of services as outlined under the next question. The Domestic Relations Office is committed to providing legal, conciliatory, investigative, and probation services in the Harris County Family Courts that focus on the best interests of children. The Office is a partner agency of the Harris County Youth & Family Services Division and is comprised of four (4) Divisions.

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

All services are offered at our main office at 1310 Prairie, Suite 700 in the downtown courthouse complex. Below is a list of services that we offer. Combined caseload for all services exceeds 20,000 cases.

FAMILY COURT SERVICES DIVISION

- A. **Contested Custody/Access Evaluation** – Specially trained custody evaluators provide investigative services, written reports and recommendations to the courts on the circumstances and condition of the child and home of anyone seeking custody or access to a child. The investigator interviews the parties and child, conducts home visits, and contacts teachers, counselors, friends, relatives and others with relevant information. In addition, educational, medical, CPS, and criminal information is provided in the report.
- B. **Issue Based Investigation (IBI)** – The Issue-Based Investigation is a focused, fact-finding endeavor that provides specific information to the Court in less time than required to complete a social study.

- C. **Adoption Evaluation** - The adoption social study is an evaluation of the circumstances and condition of the child, the petitioners, and the adoptive home environment. A written report is filed with the Court.
- D. **Substance Abuse Testing** - The Intake Office interfaces with the court and laboratories to provide testing pursuant to a court order. Test results are received at our Intake Office and delivered to the Court.
- E. **High Conflict Parenting Class** - partnership with ESCAPE Family Resource Center to monitor compliance with a 6-week high conflict parent education program when court ordered.

LEGAL ENFORCEMENT DIVISION

- A. **Legal Services** - Staff attorneys provide legal representation of Harris County parents to:
 - i. Establish/enforce possession and child support;
 - ii. Establish parentage;
 - iii. Terminate income withholding orders;
 - iv. Provide child support accountings; and
 - v. Conduct attorney consultations.
- B. **FOCAS (Focus on Collection & Services)** - An integrated system of federal, state, and county resources to enforce child and medical support, using delinquency monitoring, administrative and legal enforcement remedies.
- D. **Criminal District Courts Probation Program** - Enforces criminal district courts' probation terms to support dependents by establishing parentage.

FAMILY DISPUTE RESOLUTION DIVISION

- A. **Family Mediation** - Mediation of conservatorship, access, child support, and property issues affecting children conducted by attorneys and custody evaluators with advanced family mediation training. Final mediation, including child support and property division, can result in binding agreements, eliminated the need for trial. All parties participate in an orientation which includes viewing a child-centered video.
- B. **Access Facilitation** - This service is used early in contested custody/access cases to establish a temporary parenting plan when other methods take too long. Same-day services address issues quickly to give some certainty to the children and parties involved while litigation is pending. Sometimes temporary arrangements are adopted as final.
- C. **Parent Conference** - A voluntary joint meeting between parents and a specially trained facilitator to resolve post-judgment conflict surrounding possession/access issues. Focusing on communication, the facilitator reviews the court order with the parties, attempts to achieve compliance, and provides tools for better parent communication.

COMMUNITY SUPERVISION UNIT

Officers provide supervision of parents placed on probation for failure to pay child support or for violation of a possession order. Probationers are required to report monthly, and satisfy referrals for employment assistance, GED & ESL classes, substance abuse intervention, and parent classes with partner agencies.

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

The overall vision of the Office is to provide services that ensure that both parents provide both financial and emotional support their children. To that end, the Office offers legal, conciliatory, investigative and community supervision services.

Our goal is to help parents establish cooperative and mutually beneficial relationships with each other that lead to more peaceful, loving and positive settings for their children to grow and flourish.

Our primary strategy is to offer families wrap around services in the areas of mediation, child support and possession so that each parents needs are ultimately met.

Our target population is quite large. We target all families in Harris County who have cases pending the family district courts. There is no income cap for any of our services except in the area of mediation services. Even then, our income cap for mediation is reasonable based on a combined income of \$125,000 annually.

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

Harris County manages thousands of dollars in both state and federal grants. In addition, there are three contracts between Harris County and the Office of the Attorney General for child support services (community supervision, customer services, payment processing and integrated child support system). The Harris County Domestic Relations Office previously completed two federal research project entitled COPE and entitled "Ensuring Access, Securing Support."

2. Applicant Funding History

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

Calendar Year: Jan. 1- Dec. 31 or Fiscal Year: () – ()				
Year	Private Contributions / Donations	Grant Funds	Public Funds	Total Amount Funded
2014	\$0	\$2,200,000	\$2,700,000	\$4,900,000
2015	\$0	\$2,300,000	\$3,100,000	\$5,400,000
2016	\$0	2,400,000	\$3,300,000	\$5,700,000

What is your organization's estimated funding for 2017 Shared Parenting services? Please include the source of funding and the program that will be funded.

Estimated Funding for FY 2017	
Source/Program (if funding received from more than one source)	Amount
Public Funds	275,000
Total Estimated Funding for FY 2017	

3. Applicant Fees for Service

Please identify all fees charged by your organization for services rendered whether grant related or not. Please note that the United States Department of Health and Human Services (DHHS) has determined that no fee may be charged to provide the same services for which

grant funds would be allocated. In addition, no membership fees may be assessed as a condition of receiving grant-related services.

I. Legal Enforcement Division

- A. Application Process - \$25.00 application fee, district clerk filing and service fees, & retainer if applicable.
- B. Attorney Consultation - \$50.00
- C. Criminal Court's Probation - \$25.00 application fee, filing fees and \$170.00 retainer.
- D. Community Supervision - \$25.00 monthly monitoring fee if case through the Family District Courts. Fee paid through contract with OAG if case is in the IV-D Courts.

II. Alternative Dispute Resolution

- A. Family Mediations – County collects \$1.00 filing fee for all SAPCRs to fund mediation.
- B. Access Facilitation – no fee.
- C. Parent Conference - \$50.00

III. Family Court Services Division

- A. Custody/Access Social Study – sliding scale.
- B. Issue Based Assessments - \$125.00
- C. Adoption Social Study - \$250.00

4. Need for Proposed Project (10 points)

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

The Office has seen an increase in the need for child access and possession services. When children live in two different homes, co-parenting can be very challenging under the best of circumstances. One of the biggest challenges a parent may face is sharing their child's time with the other parent when the parents do not live together. This can be hard for parents to handle when they were never married or still have angry feelings about a divorce. A separation or divorce may leave a parent feeling angry and distrustful of the other. It may be uncomfortable to see the other parent when they come to pick up the child, and difficult to know the right things to say when a child talks about their time with the other parent. Combine these worries with feelings of loss and loneliness a parent sometimes experiences when a child leaves to be with the other parent and problems surrounding possession often arise.

But children need cooperative parents who minimize conflict— especially when the conflict affects the time a child spends with the other parent. As such, it is important that an office that seeks to offer wraparound services to shared parenting approach these issues both at the establishment and enforcement stages. To only provides services at one level, would not fully address the communities need.

On April 1, 2016, Region Six had 327,253 open child support cases in Harris County. Each of those cases has a named or potential noncustodial parent.

The Harris County Domestic Relations Office currently provides a cooperative parenting program which has fit appropriately into our community. The program has been in place since our inception over 29 years. It has been refined and expanded over the years to continue providing the best wrap-around services. As a county human services community whose vision includes ensuring that parents provide both financial and emotional support, the cooperative parenting program has been an excellent fit and is the obvious role for this Office.

The need is to: (1) help parents establish cooperative and mutually beneficial relationships with each other that lead to more peaceful, loving and positive settings for their children to grow and flourish; (2) provide services which reduce conflict that may occur at possession; and (3) help parents communicate more effectively with each other to increase quality parenting time with children.

The need was clearly identified through referrals from family judges, parents and organizations seeking the creation of services that would help parents know that children need time with both mom and dad.

The DRO has addressed this need by developing a comprehensive approach through three of our Divisions working as a team with partner agencies. This approach has been titled "Cooperative Parenting Program." Parties to a Suit Affecting the Parent Child Relationship, a Paternity, a Divorce, or a Modification pending in Harris County may participate in mediation at no cost to establish orders for possession/access and to resolve parenting issues. In addition, parents who have been denied court-ordered possession/access may apply for services to ensure access to their children is preserved and protected. We offer:

EFFECTIVE STRATEGIES to reduce conflict and eliminate disruptive and unproductive behavior.

ASSISTANCE in implementing a voluntary or court-ordered possession plan so children have continuous, consistent contact with both parents, when appropriate.

EDUCATION, including assistance in understanding court possession schedules, and referrals to workshops on communication, resolving conflict, managing anger, and understanding the effects of family conflict on children.

REFERRALS, to partner family therapists, when appropriate, to help children rebuild parental relationships and create positive possession experiences.

CASEWORK, with a family court professional who conducts parent conferences, which resolve most co-parenting possession concerns.

LEGAL ASSISTANCE, with an attorney who reviews court orders and provides guidance and legal options.

We do not know of another entity who offers the same type of services enumerated above in our area.

The local IV-D child support office sends those with requests for assistance with parenting time issues to our Office.

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

Describe in full your organization=s proposed solution for the need identified above. The narrative should identify how the OAG Shared Parenting Program priorities and required

outcomes are being addressed in this solution. This description **must** include responses to the following section headings:

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

The DRO's project will strive to secure continuous access to children for parents at various stages of the litigation process. First, parents seeking establish possession through a court order may seek mediation or access facilitation services. Through same day access facilitation services, parents can meet with a mediator and establish a temporary or "band-aid" order to establish access to their child. A mediation session can then be scheduled to work on a final order to establish access/possession going forward. Without a court order in place, possession is unpredictable, uncertain and unenforceable.

Secondly, parents who have been denied court-ordered possession/access or who are experiencing parenting problems which impact possession may apply to our cooperative parenting program. This three step program involves an attorney consultation, multiple parent conferences, parent education, child counseling and when necessary, litigation. By including both parents up front in the process, the DRO has achieved success in moving parents into a co-parenting relationship.

550 cases or 1100 parents will be assisted with establishing and/or enforcing possession and access.

Average cost for establishment and enforcement of possession and access to include parent education and counseling, when appropriate, is \$183.63.

- B. **Target Population (5 points):** Describe the target population (including the geographical area your organization plans to serve) and how your organization is qualified to serve the target population. This description should include how your agency will serve the priority populations of the OAG Shared Parenting Program: including the never-married population (approximately 67% of the parents in the OAG caseload were not married at the birth of their child).

The DRO's project will strive to secure continuous access to children for parents at various stages of the litigation process. First, parents seeking establish possession through a court order may seek mediation or access facilitation services. Through same day access facilitation services, parents can meet with a mediator and establish a temporary or "band-aid" order to establish access to their child. A mediation session can then be scheduled to work on a final order to establish access/possession going forward. Without a court order in place, possession is unpredictable, uncertain and unenforceable.

Secondly, parents who have been denied court-ordered possession/access or who are experiencing parenting problems which impact possession may apply to our cooperative parenting program. This three step program involves an attorney consultation, multiple parent conferences, parent education, child counseling and when necessary, litigation. By including both parents up front in the process, the DRO has achieved success in moving parents into a co-parenting relationship.

550 cases or 1600 parents will be assisted with establishing and/or enforcing possession and access.

Average cost for establishment and enforcement of possession and access to include parent education and counseling, when appropriate, is \$183.63.

- C. **Bonus (5 points):** Describe how you will ensure that at least 80% of your caseload involves low-income parents in the OAG's system.

In addition, the office has existing contracts with the Office of the Attorney General to provide Integrated Child Support Services and Community Supervision child support services in IV-D cases. Parents in these child support programs who have been denied possession are referred for the cooperative parenting program to resolve their disputes. Our attorneys and community supervision officers are in the IV-D courts on a daily basis receiving a variety of referrals from both judges and attorneys.

- D. **Bonus (15 points):** What are your strategies specific to forming families while addressing innovative, promising practices from existing research on fragile families, including the impact and use of technology? Please consider these goals in your organization's response:

- a. Prepare unmarried parents to set goals to promote and create a healthy future for their children.
- b. Help unmarried parents establish a positive co-parenting relationship that enables them to work together in raising their child.
- c. Combinations of mobile devices and the internet enable you to interact with customers in new and exciting ways. Propose clear, creative methods demonstrating how you will engage families, proactively inform them of your services and use these methods to document commitments and conversations.
- d. Help unmarried parents understand technology's role in co-parenting and in responsibly managing their children's use of technology.
- e. Help parents positively manage social media and technology use by parents and children.
- f. Ensure the on-going and sustained involvement of both parents, especially the father, whenever possible in the children's lives.
- g. Encourage the on-going payment of child support and provision of other forms of support by the noncustodial parent.
- h. Prepare unmarried parents to make healthy decisions (with their child's best interests in mind) about their romantic and couple relationship.
- i. Help unmarried parents with inter-generational issues and blended family issues, as appropriate.

Studies have documented both immediate and long term effects of separated parents or fragile families on children. Two conclusions stand out from the data: First, the economic and emotional security of children is better maintained when both parents continue to play an active role in the child's life. Second, divorce, never married parents or high conflict families causes a continuum of experiences which effect many children into adulthood. Problems can range from poor peer relationships, psychosomatic illness, lack of emotional commitment to personal relationships, and academic failure to suicide, drug dependence and criminal activity.

Additionally, children who grow up without a relationship with both of their parents are also at great risk. Never married parents often find difficulty establishing co-parenting relationships, without the structure of court orders and a previous bond that can direct their parental involvements. Some of these never married parents are introduced to the possibility of a relationship with their child(ren) through the Child Support system. This can come as a surprise and unwelcome invitation to all parties concerned. The parent and child may have no knowledge of each other, and need support, education and counseling to create and establish a healthy relationship. As such, the Cooperative Parenting Program will address concerns specific to forming families as follows:

We will prepare unmarried parents to set goals and promote and create healthy future for their children by referring them to attend the Building New Beginnings program. The program is a 9-hour course that will help parents and their children cope with family dynamics and deal with post-family litigation issues. Parents will meet with other parents, and children will meet with children their own age. Sessions are facilitated by master's-level educators who will help develop skill to manage stress and anger, create positive co-parenting arrangements and identify the feelings and needs of children. Children will learn how to express their feelings; how to transition between two households and how not to be caught "in the middle".

We will help unmarried parents establish a positive co-parenting relationship that enables them to work together in raising their child by referral to the "Building New Beginnings program and by referring the parties with possession issues to a form of dispute resolution offered in our office, i.e. mediation, access facilitation, or parent conference.

We will strive to ensure the on-going and sustained involvement of both parents, especially the father, whenever possible in the children's lives through education, case management and child counseling.

We will encourage the on-going payment of child support and provision of other forms of support by the non-custodial parent through our initial attorney consultation, case management and Building New Beginnings workshop.

We will prepare unmarried parents to make healthy decisions (with their child's best interests in mind) about their romantic and couple relationship through parental education.

Help unmarried parents with inter-generational issues, as appropriate, through parental education.

Our Office has a robust web site which allows customers to be encouraged and understand how our services work. Applications for services are available online. Both noncustodial and custody parents can request mediation through our website.

The Office encourages the use of Talking Parents, a free internet based site which allows parents to communicate online and not through their children. It also tracks communication for future reference.

Referrals to Parent Education workshops at ESCAPE Family Center will be free to both the NCP and CP through another grant we receive. In certain cases, children will be referred to free child counseling with a licensed therapist at no cost.

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

- I. For parents seeking to establish possession and access, the project will deliver three (3) types of dispute resolution services. Mediation, access facilitation and parent conferences are available at our office on a daily basis using 3 full time and 10 part time mediators. A description of these three services is as follows:

Family Mediation – Provide family mediation for cases pending in the Harris County District Courts to enforce possession orders or establishing possession through a SAPCR, paternity, divorce or a modification. The Court may order mediation at the DRO, or the parties may simply agree to mediate. If an agreement is reached, parties will avoid a court hearing.

Access Facilitation – Provide access facilitation to establish temporary orders in contested custody/access cases to enforce or establish possession, access and custody when other methods take too long. Same-day services address issues quickly to give some certainty to the children and parties involved while litigation is pending.

Parent Conference – If post-divorce conflict arises involving possession/access, the parties may participate in a conference led by a trained facilitator. Focusing on communication and attempting to understand the concerns of each party can many times cure disputes without the need to file an enforcement action with the Court. Conferences last two hours and include a discussion of the existing court orders and ways other families have overcome similar disputes. Parties generally achieve solutions to issues that led to the dispute in the first place.

Parents who participate in our mediation program will also be referred to the “Building New Beginnings” program through our partner agency, ESCAPE Family Resource Center. The children of parents who participate in our mediation program will be referred for child counseling to our partner agency, Houston Galveston Institute. If the possession exchange between the parents needs to be monitored or if possession sessions need to be supervised the parties will be referred to our partner agency, The Victims Assistance Centre.

- II. For parents seeking the enforcement of their shared parenting time, the project will deliver a myriad of services through an interactive process. Services will be fact and order driven as appropriate. A description of these three services is as follows:

This multidiscipline approach includes involves professionals at different levels, including therapists, educators, social workers, mediators and attorneys. The process is in 5 parts. The first step is a consultation with one of our enforcement attorneys. Next, the parties will participate in a parent conference with the other parent. The parents will then be referred for parent education between parent conference sessions. As necessary, the child will be referred for separate child counseling. If there is no resolution, court intervention may be necessary. The majority of cases are resolved through this process without court intervention.

1. Attorney Consultation

At the consultation, the attorney will gather information, review and explain to the applicant their court ordered possession, evaluate the case and provide guidance. The client will receive recommendations at the conclusion of the meeting.

2. Parent Conference

After the consultation, both parents will be referred to a parent conference. They will meet with a facilitator trained in family dynamics and mediation to attempt settlement of the access and possession matter. The facilitator will review the court order with both parties, provide tools for better parent communication, and attempt to achieve compliance with the access and possession provisions. Subsequent parent conferences may be scheduled. The parent conference will offer assistance in implementing a voluntary or court-ordered possession plan so children have continuous, consistent contact with both parents, when appropriate.

3. Parent Education

Between the parent conference sessions, both parents will be referred to workshops at ESCAPE Family Resource Center on communication, resolving conflict, managing anger, and understanding the effects of family conflict on children.

4. Child Counseling

When appropriate, the child will be referred to partner family therapists to help them rebuild parental relationships and create positive possession experiences. Counseling for children in fragile families, especially those whose parents are in high-conflict during and after litigation, can help them: 1) avoid personalizing and internalizing the conflict; 2) express and understand their feeling about their parents separation and relationship; 3) communicate with their parents about the impact of their conflict, and 4) establish appropriate boundaries for their relationships with their parents. Other family members of each party, including new spouses, other children, etc., may all benefit from counseling to support their ability to integrate and accept this child (or the parent) as a part of their family system.

5. Court Intervention

If the parent conference does not achieve resolution, the DRO may file a motion for enforcement to compel the other party's compliance with court order. Court intervention is a last resort when all other efforts to resolve the dispute have been exhausted. It is highly effective to enforce compliance with the order.

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

- a. experience organization has with delivering education or other programs to low income and diverse ethnic groups,
- b. proposed location(s) and information regarding bus and car access,
- c. number of educators or other service providers and qualifications and credentials of those educators/other service providers,
- d. Whether on-site childcare can be provided; if so, details of those services,
- e. Itemized cost, if any, for providing services listed above,
- f. recruitment and retention of participants into program services,
- g. communication and collaboration with local child support office,
- h. physical address of service delivery,
- i. describe the physical layout the customer will see at each step in your process,
- j. staff involved in service delivery, the roles each staff person will play in service delivery, how your organization will ensure cultural competency of staff, and plans for use of volunteers, how safety considerations will be addressed, rate of turnover,
- k. a detailed description of how parents will enter services, receive services, and exit services, and
- l. years of experience the organization has working with Title IV-D courts.

- a. The DRO and all partner agencies have extensive experience delivering education and other programs to low income and diverse ethnic groups. All services are offered in English, Spanish and Sign Language.

1. The DRO was created in 1983 and has been providing child support, possession/access, paternity establishment, mediations, adoption investigations, custody evaluations, parenting coordination, access facilitation, parent conferences, issue based investigations and community supervision services to all individuals who reside in Harris County. However, our primary delivery of services is to low income and diverse ethnic groups.

2. ESCAPE was founded in 1983 by Houston area chapters of the National Exchange Club. It is a 501 (c) 3 nonprofit, privately supported agency dedicated to preventing child

abuse and neglect in the Greater Houston area. ESCAPE provides families with the vital skills to help their children flourish emotionally and physically. There are very few organizations like the ESCAPE Family Resource Center, which strives every day to teach, motivate and inspire parents and children to create stable family environments. ESCAPE teaches families new ways to communicate, solve problems and develop strong relationships in their homes. The family is the first community in which children live and learn, and parents are their first teachers. ESCAPE has previously provided services with the DRO on federal research grants received by the Texas Attorney General, including the research project "Ensuring Access, Securing Support" and Court Ordered Parent Education (COPE) Project.

- b. The proposed location(s) services will be offered is primarily at the DRO's office located in downtown Houston with service by bus and light rail from most points in Harris County. Parent Education services are offered at multiple locations throughout the greater Houston areas with service by bus. All services locations have ample parking. There is a charge for parking in downtown Houston, unless public transportation is utilized.
- c. The number of educators or other service providers and qualifications and credentials of those educators/other service providers is as follows:
 - 1. Attorneys with extensive experience in family law will provide all legal consultations and legal representation. The DRO has 9 attorneys who provide these services.
 - 2. Attorneys and mental health experts with professional degrees who have received both the 40 hour basic mediation training and the 24 hour family mediation training and who have over 5+ years of experience will provide all mediation, access facilitation and parent conference services. The DRO has 11 mediators who provide these services.
 - 3. Master's-level professionals will lead all education class sessions. ESCAPE family resource center is fully staffed with over 10 trained educators.
- d. Childcare is not provided at our location. For parents receiving educational workshop sessions at www.learntoparent.org, children can participate in their own programs at no charge. Onsite child classes are provided when parents are attending the education sessions at ESCAPE.
- e. The itemized cost for provided services is as follows:
 - 1. Legal services and mediation services will be charged at the hourly rate of each employee offering the services to the grant. No cost to the applicant
 - 2. The seven session parent education class is a total cost of \$140.00 and is paid for by a separate grant.
- f. Recruitment and retention of participants would include outreach to Region Six and to the community supervision unit for continued referrals of parents who are in need of cooperative parenting services. Clients are referred to the DRO through a variety of sources, including court and community based referrals, brochures, phone listings, the OAG, website and prior client referrals. Retention has not posed a problem with our grant services in the past because a case manager handles all cases as they move through the process.
- g. At present, the DRO communicates with the local child support office on a weekly and sometimes daily basis on common services that it offers. We attend Region 6's manager's meeting each quarter. Our staff appears in the IV-D courts throughout each

week. In addition, the DRO currently collaborates through grants and contracts to provide monitoring, enforcement, review and adjustment and community supervision for child support cases, attends SWAAG and other trainings in Austin.

h. Services will be delivered as follows:

1. Attorney consultations, parent conferences, mediations, access facilitation, case management and litigation services will be provided by the DRO at their location in downtown Houston at 1310 Prairie, Suite 700, Houston, Texas 77002.
2. Parent Education services are offered by ESCAPE at multiple locations throughout the greater Houston areas. Their parenting classes are delivered "on-site" at our facility located in central Houston, (2410 Hamilton Street, Houston, Texas 77002) and "off-site" at multiple locations in the Greater Houston area.

i. Our office is considered a legal department with comfortable waiting areas, conference rooms, restrooms, and other amenities. The customer will see professionalism as it enters our building.

j. Staff involved in service delivery include: Management, Attorneys, Enforcement Officers, Mediators, Mediation Coordinator, Educators and Therapeutic Counselors.

The roles each staff person will play in service delivery include: The Mediation Coordinator will screen each case to determine whether the facts are appropriate for alternative dispute resolution. Mediators will provide mediation, access facilitation and parent conference services as appropriate. Enforcement Officers will screen cases initially to determine if the case is appropriate for enforcement services. Attorneys will provide all legal consultations and any legal representation. Master degreed educators will provide education and counseling services.

Cultural competency is ensured through strict hiring, training and experience in our office. The average DRO employee has over 5 years of experience in our office alone. The DRO provides services to all residents of Harris County without regard to race, sex, religion, etc.

There are no plans to utilize volunteers.

k. The Building in which the DRO is located has a security guard on duty in the lobby. All access points to internal offices require admission through a receptionist who must greet you, understand why you are present and allow admittance. There are video camera in all lobbies and in the mediation suite. Lastly, each case is screened for domestic violence, substance abuse and child abuse prior to providing services to determine what services are acceptable.

- XII. Our office is located in an office building with a security guard in the lobby. All reception areas have locked entry and there are security cameras in all public hallways and reception areas.
- XIII. Clients will enter services by application, court referral or agreement of the parties. Clients seeking to establish possession and access through mediation and access facilitation will submit the parties' agreement or a court order referring them to our intake office. They will be screened for the domestic violence, substance abuse and child abuse to ensure ADR services are appropriate by our Mediation Coordinator. We look at severity, recency and the fact patterns. Less than 1% of our cases are rejected after screening. Parties will be placed on a mediation calendar to receive services depending on their joint availability. The parties will appear for mediation and go through a detailed orientation, including the film "For Our Children." If

mediation yields an agreement, then a Mediated Settlement Agreement will be written and filed with the court. The parties will receive: an OAG calendar, a voucher for parent education to attend at ESCAPE and a voucher for their children to receive six sessions of counseling through HGI. A disposition report is filed with the court detailing the results of the mediation or access facilitation and the file is closed.

Clients seeking to enforce their existing court ordered access and possession will contact the office and schedule an appointment. They will appear and be screened by an enforcement officer for domestic violence, substance abuse and child abuse to ensure enforcement services are appropriate.

1. Attorney Consultation

At the consultation, the attorney will gather information, review and explain to the applicant their court ordered possession, evaluate the case and provide guidance. The client will receive recommendations at the conclusion of the meeting.

2. Parent Conference

After the consultation, both parents will be referred to a parent conference. They will meet with a facilitator trained in family dynamics and mediation to attempt settlement of the access and possession matter. The facilitator will review the court order with both parties, provide tools for better parent communication, and attempt to achieve compliance with the access and possession provisions. Subsequent parent conferences may be scheduled. The parent conference will offer assistance in implementing a voluntary or court-ordered possession plan so children have continuous, consistent contact with both parents, when appropriate.

3. Parent Education

Between the parent conference sessions, both parents will be referred to workshops at ESCAPE Family Resource Center on communication, resolving conflict, managing anger, and understanding the effects of family conflict on children.

4. Child Counseling

When appropriate, the child will be referred to partner family therapists to help them rebuild parental relationships and create positive possession experiences. Counseling for children in fragile families, especially those whose parents are in high-conflict during and after litigation, can help them: 1) avoid personalizing and internalizing the conflict; 2) express and understand their feeling about their parents separation and relationship; 3) communicate with their parents about the impact of their conflict, and 4) establish appropriate boundaries for their relationships with their parents. Other family members of each party, including new spouses, other children, etc., may all benefit from counseling to support their ability to integrate and accept this child (or the parent) as a part of their family system.

5. Court Intervention

If the parent conference does not achieve resolution, the DRO may file a motion for enforcement to compel the other party's compliance with court order. Court intervention is a last resort when all other efforts to resolve the dispute have been exhausted. It is highly effective to enforce compliance with the order.

a. A detailed time-line of service delivery.

Establishment – Clients are scheduled for dispute resolution within one to six weeks of

submitting an agreement or order. Subsequent educational and counseling services are available each month as convenient to the family.

Enforcement - Clients are scheduled for an attorney consultation within 10 day period. After attorney consultation, they are referred for a parent conference with the other parent within an additional 10 day period. At the parent conference they are referred for education and rescheduled for a second parent conference within six weeks. If the parent conference is unsuccessful, they are referred for potential litigation within 1 week of the unsuccessful parent conference.

1. The Office litigates cases in the IV-D courts on a weekly basis and has an excellent working relationship with those courts.

G. Resources (5 points): Identify resources needed to successfully complete the project, including other agencies/entities you plan to collaborate with in order to deliver services and the role they will play in program implementation - include memorandums of understanding or letters of support for all collaborating agencies, **ALL SHARED PARENTING GRANT APPLICANTS ARE REQUIRED TO SUBMIT A LETTER OF ACKNOWLEDGEMENT WITH LOCAL OAG CHILD SUPPORT UNITS – FAILURE TO DO SO WILL RESULT IN THE REJECTION OF YOUR APPLICATION. HOTLINE APPLICANTS ARE EXCLUDED FROM THIS REQUIREMENT.**

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

Region Six of the Texas Attorney General's Office will be an agency that we will collaborate with to provide these services. Currently, all units in Harris County refer possession enforcement cases to our office for assistance. We meet regularly with their management and staff in a variety of ways and provide a myriad of child support services. We have an active and effective partnership with the OAG. We will take active steps to encourage referrals including having brochures available at the Family Law Center for possession services, attending manager's meetings and working with the regional administrator to ensure collaboration. Harris County has four OAG contracts.

ESCAPE Family Resource Center will provide parent education services for both moms and dads receiving services from our office. See www.learntoparent.org. ESCAPE was founded in 1983 by Houston area chapters of the National Exchange Club. ESCAPE provides families with the vital skills to help their children flourish emotionally and physically. ESCAPE strives every day to teach, motivate and inspire parents and children to create stable family environments. ESCAPE teaches families new ways to communicate, solve problems and develop strong relationships in their homes. The family is the first community in which children live and learn, and parents are their first teachers. ESCAPE has previously provided services with the DRO on federal research grants received by the Texas Attorney General, including the research project "Ensuring Access, Securing Support" and Court Ordered Parent Education (COPE) Project. We currently have a contract for services with ESCAPE.

Our general operating budget from the County will be utilized to enhance services that we are unable to provide.

We will not turn away clients. As the need for expansion occurs, we will approach the County Commissioners Court and request additional funding.

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

The Harris County Domestic Relations Office will provide time proven services to ensure that children receive both emotion and financial support from each parent.

The Harris County Domestic Relations Office will assist parents with improving their communication regarding their children and assist them with finding solutions to their possession/access problems.

The Harris County Domestic Relations Office will provide clarification and information to parents regarding their court order for possession.

The Harris County Domestic Relations Office will provide an informal forum where parents can come together to resolve their access/possession issues.

The Harris County Domestic Relations Office will provide legal representation to enforce court order possession.

The Harris County Domestic Relations Office will offer enforcement services to non-custodial parents to assist them to have a more meaningful relationship with their children.

Mediations and access facilitation will teach parents: that they can communicate; that they can communicate effectively and that they can reach agreements. These services will produce mediated settlement agreements and parent conference agreements that establish in writing the increased time that a parent will be visiting with their child. In some cases, those orders will be filed with the court.

The attorney consultation will provide clarification and information of the existing court order to the noncustodial parent. At the conclusion of the consultation, the NCP will know at what location, on what day of the week and at what time to pick-up their child in compliance with the court's order. In addition, the NCP will have written suggestions by the attorney on how to proceed with ensuring possession is secured and safe.

The parent conference will break communication barriers between parents who have court orders for possession and will produce written agreements that establish: (1) as necessary, a reunification process, (2) a modified possession schedule, (3) modified terms and conditions or (4) a reaffirmation of an existing possession schedule.

Litigation, when necessary, will produce a new court order which either clarifies possession/access or enforces a parent's possession.

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

Client referrals are received through (1) phone book, (2) referrals from nonprofit organizations, (3) referrals from other governmental organizations in Harris County including the Office of the Attorney General, (4) existing and past clientele (5) advertising through brochures, mail outs and a website, and (6) presentations given by staff.

Referrals have already increased and will continue to increase due to the above listed referrals. If referrals do not meet monthly indicators, we will advise Region 6 and create additional incentives to attract more referrals.

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

Key Players

David W. Simpson, J.D., Executive Director, Domestic Relations Office
Jane McMahon, J.D., Director, Legal Enforcement Division
Kathleen Gasner, J.D., Staff Attorney/Mediator, Family Dispute Resolution Division
Steve Herskowitz, J.D., Staff Attorney/Mediator, Family Dispute Resolution Division
Lilian Sperling, M.A., LPC, Family Court Investigator/Mediator, Family Dispute Resolution Division
Kym Harris, B.S., Manager, Legal Enforcement Division
Elizabeth Reize, B.A. Parent Conference Coordinator, Family Court Services Division.
Megan Ultis, M.A., Mediation Coordinator, Family Court Services Division
D'Lys Huckeba, M.A., LPC, Investigator/Mediator, Family Court Services
Robin Day, M.A., L.P.C., Ph.D, Investigator/Mediator, Family Court Services
Yvette Edwards, M.A., Investigator/Mediator, Family Court Services
Donneborah Wright, M.A., Investigator/Mediator, Family Court Services
Crescentia Plair, BSW, Investigator/Mediator, Family Court Services
Neftali Rodriguez, M.A., L.C.S.W. Investigator/Mediator, Family Court Services
Rebecca Briggs, M.A., LCSW, Investigator/Mediator, Family Court Services
Edith Foret, M.A., LMSW, Investigator/Mediator, Family Court Services
Yanette Alvarenga, M.A., LMSW, Investigator/Mediator, Family Court Services
Ginnean Cleveland, MA, LPC, Investigator/Mediator, Family Court Services
Marc Riese, J.D. Attorney Legal Enforcement Division
LaTosha Clayton, J.D. Attorney Legal Enforcement Division
Treaesa Trevino, J.D. Attorney Legal Enforcement Division
Katherine Diaz Garcia, J.D. Attorney Legal Enforcement Division
Karen Rundlof, J.D. Attorney Legal Enforcement Division
Maria Cebrian, Case Manager, Family Court Services
Blanca Reyna, Intake Assistance, Family Court Services
Lydia Medina, Supervisor, Intake, Legal Enforcement
Aida Copeland, Supervisor, Officers, Legal Enforcement
Sulema Arredondo, Intake Receptionist, Family Court Services

Other attorneys and investigators will work on the proposed grant funded project as needed. All

staff used currently provide possession services.

We do not anticipate hiring professional staff. If hiring is necessary, it will be completed by management. For staff hired, the credentials will depend on the position. Most positions require advanced degrees and always require relevant work experience.

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

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

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

Each month, the office will open between 60 to 65 cases involving parenting time issues.
All cases will include either an application/agreement for services or an order from the Court directing services.
Both parties will be screened for substance abuse, domestic violence and any child abuse.
Each case will have log notes which indicate the level of access and possession that a person is currently receiving.
Each case will have log notes that set out the current fact patterns surrounding possession and access.
Each case will have letters sent to each party acknowledging possession and access issues.
Cases with unresolved possession issues will have a scheduled date for alternative dispute resolution (ADR).
For enforcement cases where the possession/access issue remains unresolved, the case will have a second date for scheduled ADR.
Where ADR is provided, each case will have a written settlement agreement and disposition report.
Where possession continues to be denied, cases will be referred for litigation and such cases will have a motion to enforce the court's order for possession and access filed with the Family District Court and a subsequent order either clarifying or enforcing possession.
For cases where parent education is completed, each case will have a certificate of completion from the provider.
For cases where child counseling is completed, each case will have confirmation of counseling.

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

Commissioners Court will be petitioned for additional funding and applicants will be required to pay fees for services.

Use the table on the following page to identify your organization's monthly performance indicators (such as number of mediations, number of class attendees, number of cases opened). Final indicators will be negotiated before contract signing.

FY17 Monthly Grant-Related Performance Indicators

FY2017	2016				2017								
Performance Indicator	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
Mediation - (Number of cases mediated)	30	30	30	30	30	30	30	30	30	30	30	30	360
Education - (Number of parents completing co-parenting classes)	20	20	20	20	20	20	20	20	20	20	20	20	240

FY 2018	2016				2017								
Performance Indicator	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
Service	26	26	26	26	26	26	27	27	27	27	27	27	318
Legal Services	10	10	10	10	10	10	10	10	10	10	10	10	120
Mediation	30	30	30	30	30	30	30	30	30	30	30	30	360
Counseling	3	3	3	3	3	3	3	3	3	3	3	3	36
Parenting Plan	30	30	30	30	30	30	30	30	30	30	30	30	360
Education	26	26	26	26	26	26	27	27	27	27	27	27	318
Outcomes:													
▪ NCP Parenting Time Hours Increased – Yes	50	50	50	50	50	50	50	50	50	50	50	50	600
▪ NCP Parenting Time Hours Increased - No	6	6	6	6	6	6	6	6	6	6	6	6	72
Other:													
▪													

Sample Table

FY18 Monthly Grant-Related Performance Indicators

	2017				2018								
Performance Indicator	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
Mediation - (Number of cases mediated)	30	30	30	30	30	30	30	30	30	30	30	30	360147

Parenting Plan - (Number of parents completing co-parenting plans)	30	30	30	30	30	30	30	30	30	30	30	30	360	110
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Sample Table

FY19 Monthly Grant-Related Performance Indicators

FY 2017	2017				2018									
Performance Indicator	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total	
Visitation Enforced:	26	26	26	26	26	26	27	27	27	27	27	27	318	
▪ Lit/Legal Services	10	10	10	10	10	10	10	10	10	10	10	10	120	
Mediation	30	30	30	30	30	30	30	30	30	30	30	30	360	
Counseling	3	3	3	3	3	3	3	3	3	3	3	3	36	
Parenting Plan	30	30	30	30	30	30	30	30	30	30	30	30	360	
Education	26	26	26	26	26	26	27	27	27	27	27	27	318	
Outcomes:														
▪ NCP Parenting Time Hours Increased -- Yes	50	50	50	50	50	50	50	50	50	50	50	50	600	
▪ NCP Parenting Time Hours Increased - No	6	6	6	6	6	6	6	6	6	6	6	6	72	
Other:														
▪														
FY 2018	2018				2019									
Performance Indicator	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total	
Visitation Enforced:	27	27	27	27	27	27	27	27	27	27	27	27	324	
▪ Legal screening														
Mediation (number of cases mediated)	30	30	30	30	30	30	30	30	30	30	30	30	360	

Counseling	3	3	3	3	3	3	3	3	3	3	3	3	36
Parenting Plan	30	30	30	30	30	30	30	30	30	30	30	30	360
Education	27	27	27	27	27	27	27	27	27	27	27	27	324
Outcomes:													
▪ NCP Parenting Time Hours Increased – Yes	50	50	50	50	50	50	50	50	50	50	50	50	600
▪ NCP Parenting Time Hours Increased - No	6	6	6	6	6	6	6	6	6	6	6	6	72
Other:													
▪													

Budget Categories

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

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

7. Current Total Shared Parenting Program Operating Budget Summary.

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

Category	2015 Budget Summary	2016 Budget Summary	Comments
Salaries	169500	169500	The majority of monies budgeted are for mediation to establish possession or parenting time not for enforcement of parenting time.
Fringe Benefits	55935	55,935	
Travel	1000	1000	
Supplies	1000	1000	
Contractual			
Other Direct Operating Costs			
Indirect Costs			
Total Annual Budget	227435	227,435	

8. Proposed Project Budget

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

Category	2017 Requested Amount	2018 Requested Amount	2019 Requested Amount	Comments
Salaries	75,450	75,450	75,450	
Fringe Benefits	24750	24750	24750	
Travel	800	800	800	
Supplies				
Contractual				
Other Direct Operating Costs				
Indirect Costs				
Total Request	101,000	101,000	101,000	

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

9. Grant Match

Describe, in detail, your organization's match for the above-requested funds. Contractors are required to contribute, at a **minimum**, a 10% match for all funds awarded by the OAG (Total ÷ 9). The match may be in the form of non-federal cash or in-kind contributions. The specific matching funds identified below shall not be used for matching purposes with other grants. Contractors shall comply with the provisions of 45 CFR 75.306 in calculating matching funds. **Contractors must report all matching funds *monthly* on claims for reimbursement.**

There will be a 10% match from our budget.

The county will provide all facilities and utilities, computers, telephones, administrative costs, postage, supplies, administrative and clerical staff. In-kind contributions exceed the 10% requirement of \$10,1200.00.

10. Project Budget Narrative

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

The salary and benefits cost are calculated based on the salary in our office of professionals providing this service times the average amount of time to handle a case. The time to handle each case fluctuates.

Attorney's salaries for enforcement litigation, attorneys consultations and attorney mediations at \$59.30/hr. x 2 hours = 118.61.

Family Court Services Investigator's salaries for mediation, access facilitation and parent conferences at \$41.88/hr. x 3.5 hours = \$146.60.

Enforcement Officers salaries are \$31.55/hr. x .5 = 15.77

Fringe benefits were calculated at 33%.

In state Travel: OAG Access and Possession Conference.

11. Applicant Assurances

The applicant agrees to:

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

claim, or audit involving these records begins before the three years period expires, the grantee must keep the records and documents for not less than three years and 90 days and until all litigation, claims, or audit findings are resolved.

- Establish a method to secure the confidentiality of records and other information relating to Parents in accordance with the applicable federal law, rules and regulations, as well as the applicable state law and regulations. The provision shall not be construed as limiting the OAG right of access to recipient case records or, other information relating to Parents served under this grant.
- Comply with the provisions of federal law generally known as the Pro-Children Act of 2001 (Public Law 103-277, Part C Environmental Tobacco Smoke).
- Comply with the provisions of Public Law 103-333 requiring issuances and solicitations and other documents describing programs funded in whole or in part with federal funds to indicate the extent to which the program is funded by such federal funds.
- Comply with all provisions of the grant award letter from the United States Department of Health and Human Services relating to this grant and any subsequent rules, procedures or regulations promulgated by the Department relating to grant funds distributed in accordance with the Shared Parenting Grant Program.
- Comply with all provisions of the Shared Parenting Grant Program Request for Applications and attachments.

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

Ed Emmett
Signature of Authorized Official

COUNTRY JUDGE
Title

1001 PRESTON, 9th Floor
HOUSTON, TX 77002
Address

713-755-5000
Phone Number

ED EMMETT
Print or Type Name

6-3-16
Date

www.hctx.net
Email Address, Website(s)/Social Media

713-755-8379
Fax Number



**CERTIFICATION REGARDING LOBBYING
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES**

PROGRAM: CHILD SUPPORT ENFORCEMENT PROGRAM PURSUANT TO TITLE IV-D OF THE SOCIAL SECURITY ACT OF 1935 AS ADMINISTERED BY THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS

PERIOD: Contract award date through August 31, 2017

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid by, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Title

Organization

Nanda W. Sigma
Executive Director
Harris County Domestic Relations office

6/3/16

Contractor:	Harris County Domestic Relations Office		
Program Name:	Shared Parenting Program		
FY2017 Amount:	\$101,000		
Required 10% Match	\$10,100		
County:	Harris		
City:	Houston		
Contract Period:	September 1, 2016 - August 31, 2017		
	As of 9/1/16		
	Total FY16 SPP Award	Organization's Match	Total Project Budget
Salary			
Enforcement Attorney and Attorney Mediator	34,000		34,000
Family Court Services Evaluator	31,950		31,950
Enforcement Officer	9,500		9,500
Administrative Salaries		7,200	7,200
Clerical Salaries		2,500	
Grant Administrator			0
Salary Total	75,450	9,700	85,150
Fringe			
Enforcement Attorney and Attorney Mediator	11,072		11,072
Family Court Services Evaluator	10,543		10,543
Enforcement Officer	3,135		3,135
Administrative Salaries		2,376	2,376
			0
Fringe Total	24,750	2,376	27,126
Travel			
Annual Required Shared Parenting Conference	800		800
Training	0		0
In-State Mileage	0		0
Travel Total	800	0	800
Supplies			
Office Supplies		1,200	1,200
			0
Postage and Printing		500	500
Supplies Total	0	1,700	1,700
Contractual			
ESCAPE Family Resources	0	18,500	
Houston Galveston Institute - Counseling		4,800	
Contractual Total	0	23,300	0
Other			
			0
Telephone and Utilities		480	480
Criminal Background Checks		366	366
			0
			0
			0
			0
Other Total	0	846	846
Indirect			
N/A	0	0	0
Indirect Total	0	0	0
Total SPP Budget	101,000	37,922	138,922



CHILD SUPPORT DIVISION

Acknowledgement Letter – Office of the Attorney General Shared Parenting Program

Date: June 3, 2016

To: Shared Parenting Grant Review Team

The following organization:

David W. Simpson, J. D.
Executive Director
Harris County Domestic Relations Office
1310 Prairie, Suite 700
Houston, Texas 77002

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

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

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

Sincerely,

Michael L. Wise
Regional Administrator
Houston Region 6 – Child Support Division
Office of the Attorney General
6161 Savoy Drive, Suite 420
Houston, TX 77036
713-787-7142
michael.wise@texasattorneygeneral.gov

Contractor:	Harris County Domestic Relations Office
Program Name:	Shared Parenting Program
FY2017 Amount:	\$60,000
Required 10% Match	\$6,000
County:	Harris
City:	Houston
Contract Period:	September 1, 2016 - August 31, 2017
	As of 9/1/16

	Total FY16 SPP Award	Organization's Match	Total Project Budget
Salary			
Enforcement Attorney and Attorney Mediator	20,000		20,000
Family Court Services Evaluator	20,460		20,460
Enforcement Officer	4,500		4,500
Administrative Salaries		3,010	3,010
Clerical Salaries		1,500	
Grant Administrator			0
Salary Total	44,960	4,510	49,470
Fringe			
Enforcement Attorney and Attorney Mediator	6,400		6,400
Family Court Services Evaluator	6,400		6,400
Enforcement Officer	1,440		1,440
Administrative Salaries		1,440	1,440
			0
Fringe Total	14,240	1,440	15,680
Travel			
Annual Required Shared Parenting Conference	800		800
Training	0		0
In-State Mileage	0		0
Travel Total	800	0	800
Supplies			
Office Supplies		500	500
			0
Postage and Printing		300	300
Supplies Total	0	800	800
Contractual			
	0		
Contractual Total	0	0	0
Other			
			0
Telephone and Utilities		480	480
Criminal Background Checks		50	50
			0
			0
			0
			0
Other Total	0	530	530
Indirect			
N/A	0	0	0
Indirect Total	0	0	0
Total SPP Budget	60,000	7,280	67,280