

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

OAG Contract Number 21-C0008

1. INTRODUCTION

1.1. Parties

This Contract (the “Contract”) is entered into by and between the Office of the Attorney General (the “OAG”) and Harris County (the “Subrecipient”). In this Contract, the OAG and the Subrecipient are referred to individually as (a “Party”) and collectively as (the “Parties”).

1.2. Authority to Contract

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’ (NCP) access to and visitation with their children.

1.3. Background and Purpose

Under the federal statute, Child Access and Visitation grant funds may be used to support and facilitate NCPs access to and visitation with their children by means of activities including mediation (both voluntary and mandatory), counseling, education, development of parenting plans, visitation enforcement (including monitoring, supervision, and neutral drop-off and pick-up), and the development of guidelines for visitation and alternative custody arrangements.

The federal Child Access and Visitation Grant program is a grant for direct services. The grant-related services must be designed to increase NCPs’ access to and visitation with their children.

Federal eligible activities include:

- Mediation;
- Co-parenting Education;
- Counseling;
- Parenting Plan Development; and
- Visitation Enforcement.

The federal Office of Child Support Enforcement (OCSE) publication, <https://www.acf.hhs.gov/css/resource/collaboration-and-strategic-planning-guide-access-and-visitation-grant>, emphasizes the importance of both parents providing financial and emotional support to their children. The OAG follows OSCE guidance and provides support for the emotional connection between parents and their children through the OAG Access and Visitation (“AV”) program.

The primary objective of the AV program is to support and facilitate NCPs’ AV with their children. Target customers for this grant are NCPs who are experiencing barriers in gaining access to and visitation with their children.

1.4. Definitions

TERM	DEFINITION
AV	Access and Visitation
Access and Visitation Detailed Program Budget Report	Report submitted annually by the Subrecipient which contains actual grant award and Subrecipient budgeted amounts for the upcoming fiscal year.
Auditing Entities	Entities that may conduct audits of the funds received pursuant to this Contract, which include the OAG, the State Auditor of Texas, the

TERM	DEFINITION																				
	United States Department of Health and Human Services and the Comptroller General of the United States (or any of their duly authorized representatives).																				
Business Day	<p>The days (Monday through Friday) on which the OAG is open for business.</p> <p>The OAG is closed for business on the scheduled holidays indicated below. If a scheduled holiday falls on a weekend, the holiday is generally not observed. The CSD Contract Manager or designee will communicate any variation from the standard holiday schedule as it becomes known.</p> <table data-bbox="657 520 1393 982"> <thead> <tr> <th>HOLIDAY</th><th>WHEN OBSERVED</th></tr> </thead> <tbody> <tr> <td>New Year's Day</td><td>January 1</td></tr> <tr> <td>Martin Luther King, Jr. Day</td><td>Third (3rd) Monday in January</td></tr> <tr> <td>Presidents' Day</td><td>Third (3rd) Monday in February</td></tr> <tr> <td>Memorial Day</td><td>Last Monday in May</td></tr> <tr> <td>Independence Day</td><td>July 4</td></tr> <tr> <td>Labor Day</td><td>First (1st) Monday in September</td></tr> <tr> <td>Veterans' Day</td><td>November 11</td></tr> <tr> <td>Thanksgiving holidays</td><td>Fourth (4th) Thursday and Friday in November</td></tr> <tr> <td>Christmas holidays</td><td>December 24, 25 and 26</td></tr> </tbody> </table>	HOLIDAY	WHEN OBSERVED	New Year's Day	January 1	Martin Luther King, Jr. Day	Third (3 rd) Monday in January	Presidents' Day	Third (3 rd) Monday in February	Memorial Day	Last Monday in May	Independence Day	July 4	Labor Day	First (1 st) Monday in September	Veterans' Day	November 11	Thanksgiving holidays	Fourth (4 th) Thursday and Friday in November	Christmas holidays	December 24, 25 and 26
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Contract Manager	A Party's agent who 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 other Party, and investigate complaints. A Contract Manager does not have the authority to agree to any Contract amendment or pricing change.																				
Controlled Correspondence	Numbered and tracked correspondence on Contract-related issues. Pursuant to the "Controlled Correspondence" section of this document, the OAG shall manage the Controlled Correspondence process.																				
CSD	Child Support Division																				
Custodial Parent	Biological parent, legally established parent, an individual who has actual care and custody of a child or an individual who is court appointed as the primary conservator who has the right to establish the child's primary residence.																				
Customer	A custodial or non-custodial parent who utilizes the Subrecipient's AV services.																				
Demographic Report	Federally required report submitted monthly by the Subrecipient which contains data in the following categories: Referral Source, Customer Information, Martial Status, Race/Ethnicity, Income, Services Provided, and Outcomes.																				
Federal Access and Visitation Grant	A federal grant program that "...funds states and territories to operate the AV program, which helps increase noncustodial parents' access to and time with their children. States are permitted to use grant funds to develop programs and provide services such as: mediation, development																				

TERM	DEFINITION
	of parenting plans, education, counseling, visitation enforcement (including monitored and supervised visitation, and neutral drop-off and pick-up) and development of guidelines for visitation and alternative custody arrangements.” (“Access and Visitation (AV).” <i>Office of Child Support Enforcement</i> , https://www.acf.hhs.gov/css/grants/current-grants/access-and-visitation-mandatory-grants . Accessed October 21, 2020.)
Financial Status Report	Report submitted by the Subrecipient which contains expenditure information such as salary, fringe, travel, supplies, contractual, other and indirect costs.
Non-custodial Parent	Biological or legally established parent who does not have actual primary custody of the child(ren), or an individual who has court ordered possession and access rights.
Title IV-D	The Social Security Act of 1975 contains Title IV-D – a federal law that, in part, requires every state to manage a child support enforcement program. To help fund these programs, the federal government provides money to each state. These funds help cover the operational costs involved in child support enforcement, including establishing orders, enforcement efforts, and tracking and reporting. The Child Support Division (of the Office of the Attorney General) is the official Title IV-D agency in Texas.

1.5. Source of Funding

This Contract establishes the conditions under which the OAG will provide funding to the Subrecipient in accordance with applicable state and federal laws, regulations, and rules. Funds paid by the OAG to the Subrecipient 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.

Grants to states for access and visitation programs are funded under the Catalog of Federal Domestic Assistance (“CFDA”) No.93.597 and are regulated by Title 45 of the Code of Federal Regulations (“CFR”).

2. TERM

This Contract is effective on the date of final execution and shall terminate on September 30, 2021 (the “Initial Term”), unless terminated earlier as provided herein. After the Initial Term, Subrecipients successfully performing program services may be eligible for up to three (3) optional one (1) year Contract renewals, based on performance or availability of funds. The decision to renew the Contract shall be at the sole and absolute discretion of the OAG. Such renewal(s) shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision.

3. REQUIREMENTS AND OBLIGATIONS

3.1. Subrecipient Requirements

3.1.1. The Subrecipient shall utilize the funds to provide direct services to parents that support and facilitate access to and visitation with their children. Activities may include:

- Mediation;
- Co-parenting education;
- Counseling;
- Parenting plans development;
- Supporting co-parenting for never married parents;
- Alternative dispute resolution services;

- Visitation enforcement programs (including monitored and supervised visitation and neutral drop-off and pick-up); and
- Guidelines for visitation and alternative custody arrangements.

3.1.2. Additionally, the Subrecipient shall:

- 3.1.2.1. Coordinate the development of complex monthly and annual reports in consultation with OAG Child Support Division Staff.
- 3.1.2.2. Notify the OAG Contract Manager, via Controlled Correspondence, prior to any staffing changes, physical location changes, internet system changes, or other events that may alter the quality or effectiveness of Contract services or cause breaks in service.
- 3.1.2.3. Notify the OAG Liaison (as defined in “Liaisons” Section of this document) immediately by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence), of any internet or electrical outages that may cause breaks in service.
- 3.1.2.4. Ensure that all staff providing Contract services receive a minimum of four (4) hours of family violence training per federal fiscal year.
 - 3.1.2.4.1. Family violence training must be completed by all staff providing Contract services within six (6) months of contract execution. Thereafter, family violence training must be completed annually.
 - 3.1.2.4.2. The Subrecipient shall notify the OAG Contract Manager via Controlled Correspondence when Subrecipient staff have completed the required training.
- 3.1.2.5. When offered by the OAG, at least one Subrecipient representative shall attend the Annual Access and Visitation Conference.

3.2. OAG Requirements

The OAG will reimburse the Subrecipient for its Contract-associated costs, as permitted by and to the extent limited by this Contract. The OAG will also provide:

- 3.2.1. Project oversight and coordination through technical assistance and provision of resources, including OAG produced parent education materials for distribution as necessary.
- 3.2.2. Assistance to the Subrecipient staff to ensure compliance with federal and grant guidelines.
- 3.2.3. Access to Assistant Attorney General consultation regarding local operating procedures for IV-D courts and parenting orders.
- 3.2.4. An OAG liaison for programmatic reports and compliance for direct services, as well as programmatic questions.
- 3.2.5. Technical assistance and training regarding OAG child support services, project purposes, and best practices for assisting in resolution of parenting order disputes.
- 3.2.6. Best practices guidance in the provision of shared parenting services to Texas families.
- 3.2.7. Compilation and maintenance of statistics necessary for any required reports.

3.3. Reporting Requirements

3.3.1. Financial Reports

3.3.1.1. Financial Status Report

The Subrecipient shall submit to the OAG a Financial Status Report (attached to and incorporated herein as Attachment B), regardless of whether or not expenses have been paid during the month covered by the Financial Status Report. The

Financial Status report shall include monthly, quarterly and annual expenditures in the following categories:

- Salary;
- Fringe;
- Travel;
- Supplies;
- Contractual;
- Other Costs; and,
- Indirect Costs.

The Financial Status Report must be submitted in the format required by the OAG and be accompanied by supporting documentation.

3.3.1.2. Access and Visitation Detailed Program Budget Report

Following the end of each fiscal year, the Subrecipient shall submit to the OAG an annual Access and Visitation Detailed Program Budget Report (attached hereto and incorporated herein as Attachment C). The Access and Visitation Detailed Program Budget shall include the fiscal year actual Access and Visitation Award and the Subrecipient's budgeted matching funds for the following budget categories:

- Salary;
- Fringe Benefits;
- Training;
- Supplies;
- Direct Costs;
- Other Costs;
- Indirect Costs; and
- Contractual Services.

The Access and Visitation Detailed Program Budget report must be submitted in the format required by the OAG and be accompanied by supporting documentation.

3.3.2. Performance Reports

3.3.2.1. Performance Indicator Report

The Subrecipient shall submit to the OAG a monthly Performance Indicator Report (attached to and incorporated herein as Attachment D). The report shall contain the following information:

- Legal Services;
- Mediation;
- Counseling;
- Parenting plan;
- Education;
- NCP Parenting Time Hours Increased – Yes; and
- NCP Parenting Time Hours Increased – No.

3.3.2.2. Demographic Worksheet

The Subrecipient shall submit to the OAG a monthly Demographic Worksheet (attached to and incorporated herein as Attachment E). The Demographic Worksheet captures data required for federal reporting and includes data in the following categories:

- Referral Source;
- Customer Information;

- Marital Status;
- Race/Ethnicity;
- Income;
- Services Provided; and
- Outcomes.

At the end of each fiscal year, the OAG will combine data from the monthly Demographic Worksheets into an annual report to be submitted to the Office of Child Support Enforcement.

3.3.3. Report Submission

- 3.3.3.1. The Subrecipient shall submit all performance reports as described in the “Performance Reports” subsection of this section, directly to the OAG Contract Manager no later than the 15th business day of the month following the month for which report data was gathered.
- 3.3.3.2. The Subrecipient shall submit the Financial Status Report in accordance with the “Invoicing and Payment Information” section of this document.
- 3.3.3.3. The Subrecipient shall submit the Access and Visitation Detailed Program Budget Report directly to the OAG Contract Manager no later than September 15th of each federal fiscal year.

4. PERFORMANCE MEASURES

Satisfactory performance of Contact services will be measured by the Subrecipient’s adherence to each of the terms and conditions of this Contract to the OAG’s satisfaction.

5. FINANCIAL MATTERS

5.1. **Maximum Liability**

For the Initial Term, the OAG’s maximum liability under this Contract shall not exceed Ninety-Three Thousand Five Hundred Eighty and 30/100 Dollars (\$93,580.30).

If the Contract is renewed, any unexpended balance from the previous fiscal year will carry forward to the next fiscal year of that renewal.

5.2. **Contract Budget**

5.2.1. Annual Budget

This Section is the controlling budget for this Contract. Prior written approval from the OAG is required if the Subrecipient anticipates a budget adjustment. A budget adjustment includes: the movement of any amount of funds from a funded budget category to an unfunded budget category; and the movement of more than ten percent (10%) of the fiscal year budget from one funded budget category to another. The OAG may approve a budget adjustment by Controlled Correspondence. Any change to the total amount of this Contract, stated in Section 4.1, requires a duly executed amendment to this Contract.

The Contract amount will be allocated by fiscal year, subject to renewal and approval at the end of the first 12 months as noted earlier. The following tables reflect the Contract amount allocated by budget categories, as further detailed in the Detailed Program Budget Report (Attachment C).

5.2.2. State Fiscal Year 2021 Annual Budget

Category	Amount
Salary and Fringe	\$92,780.30
Training	\$800.00
Supplies	\$0.00

Contractual	\$0.00
Other Operating Expenditures	\$0.00
Total	\$93,580.30

5.3. 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 Subrecipient's expenditures in each State Fiscal Year. The remaining ten percent (10%) for each State Fiscal Year must be non-federal sources, either state or local funds and/or in-kind services. The Subrecipient's ten percent (10%) match for each State Fiscal Year shall only come from funds not already committed as matching funds on another grant. If the Subrecipient wishes to change its funding for its more than ten percent (10%) match from the funding identified in the Access and Visitation Detailed Program Report, it shall first obtain the written approval from the OAG. The Subrecipient shall report its matching contribution in the Access and Visitation Detailed Program Budget and in the monthly Financial Status Report, for which the OAG shall provide the Subrecipient with a template. The Subrecipient shall comply with the provisions of 45 C.F.R. §92.24 in calculating matching funds.

5.4. Invoicing and Payment Information

5.4.1. To be eligible for reimbursement under this Contract, a cost must have been incurred and paid by the Subrecipient, within the applicable Contract period, prior to claiming reimbursement from the OAG. The Subrecipient must comply with directives contained in the state legislative appropriation and following guidelines.

Statutory Requirements	Cost Principles	Administrative Requirements	Audit Requirements
42 U.S.C.A. §669b	2 CFR Part 200, Subpart E, 45 CFR Part 75	2 CFR Part 200	2 CFR Part 200, Subpart F, 45 CFR Part 75
Statement of Financial Accounting Standards	Generally Accepted Accounting Principles (GAAP)	Generally Accepted Accounting Principles (GAAP)	Generally Accepted Accounting Principles (GAAP)

Payment will be made upon submission of an invoice which shall be submitted in accordance with the specifications of this document. The OAG may decline to pay any invoice for services not properly billed to the OAG in the next three billing cycles immediately following the month in which the Subrecipient provided the services. The services being invoiced must be described in the same fashion as in this document. Each invoice presented must include:

- Contract Number;
- Subrecipient's Name;
- Tax Identification Number;
- Address;
- Contact Phone Number;
- Identification of services provided; and
- Service delivery date.

In addition to the invoice, the Subrecipient shall also submit the appropriate Financial Status Report (as described in the "Financial Reports" section of this document). The Subrecipient shall provide additional information and/or documentation as the OAG reasonably may

require. The Subrecipient shall respond to any OAG request for additional information and/or documentation to support payment within five (5) calendar days of receipt. The OAG shall not be liable for any performances rendered or obligations incurred on behalf of the OAG by the Subrecipient before execution of this document. The OAG shall process a properly prepared invoice for payment in accordance with the State procedures for issuing State payments.

Invoices shall be submitted to:

Accounts Payable Section
Office of the Attorney General
Accounting Division - Mail Code 003
P.O. Box 12548
Austin, Texas 78711-2548
invoices@oag.texas.gov

- 5.4.2. The OAG may deny or suspend payment if program requirements are not met as specified in the "Subrecipient Requirements" and "Reporting Requirements" sections of this document.
- 5.4.3. The OAG may suspend payment if the eligibility of the Subrecipient to receive funding is in dispute, until such dispute is resolved in the OAG's sole discretion.

5.5. Refund of Overpayments.

The Subrecipient shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to the Subrecipient which the OAG and the Subrecipient agree has resulted in an overpayment to the Subrecipient, provided that such sums may be offset and deducted from any amount owing but unpaid to the Subrecipient.

5.6. Billing at Contract Termination or Conclusion

Upon termination of the Contract for any reason or conclusion of the Contract, and in the event quality assurance measures are not complete, the Subrecipient shall allow the OAG sufficient time to finalize all quality control issues. After all quality assurance issues have been resolved, the OAG shall notify the Subrecipient to invoice the OAG for the remaining balance due.

5.7. Final Invoice Requirements

A final close-out invoice and supporting documentation in the form and manner prescribed by the OAG shall be submitted by the Subrecipient and received by the OAG no later than the thirtieth (30th) day after the termination of this Contract or after receiving notice from the OAG to submit the invoice pursuant to the "Billing at Contract Termination or Conclusion" section above, whichever is later. This final invoice shall be labeled "Final Invoice" and shall include all expenditures and costs incurred, not previously included on an invoice, for which the Subrecipient expects to receive reimbursement under this Contract.

6. TERMS AND CONDITIONS

6.1. Financial Matters

6.1.1. Audit and Investigation

- 6.1.1.1. The Subrecipient understands that acceptance of funds under the Contract acts as acceptance of the authority of the State Auditor's Office (or any successor agency), OAG (or any successor agency), as well as any external auditors selected by the State Auditor's Office, OAG, or the United States (collectively referred to as "Audit Entities"), to conduct an audit or investigation in connection with those funds.
- 6.1.1.2. The Subrecipient further agrees to cooperate fully with the Audit Entities in the conduct of the audit or investigation, including providing all records requested. The Subrecipient shall ensure that this clause concerning the authority to audit

funds received indirectly by subcontractors through the Subrecipient and the requirement to cooperate is included in any subcontract it awards.

- 6.1.1.3. The Subrecipient shall maintain adequate financial records for all related work as directed under 45 C.F.R. Part 75, Subpart D, and make such records available for audit. The Subrecipient shall also maintain such records as are deemed necessary by the OAG to assure proper accounting for all costs, including expenditure of incentive monies. All of the records specified in this Subsection shall be retained as subsequently specified in this Section.

6.1.2. Audit Exceptions

The Subrecipient shall have no unresolved audit exceptions with the OAG. An unresolved audit exception is an exception for which the Subrecipient has exhausted all administrative and/or judicial remedies and refuses to comply with any resulting demand for payment.

6.1.3. Method of Purchase and Vesting of Ownership/Ownership and Posting of Reports

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

6.1.4. Buy Texas

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

6.1.5. Liability for Taxes

The Subrecipient shall pay all taxes resulting from this procurement including but not limited to 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 Subrecipient for the payment of such taxes incurred by the Subrecipient in acquiring any goods or services as a part of any work called for in this procurement and the Subrecipient's invoice shall not include any amount for such taxes. The OAG shall furnish to the Subrecipient, upon request, suitable documentation of the OAG's exemption from such taxes on goods and services procured on behalf of the OAG.

6.1.6. 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 the 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 the Contract and the OAG's ability to make payments under the 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 without any operational reductions, the OAG, in its discretion, may terminate the 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 the Contract, nor shall it be liable for any further payments ordinarily due under the 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 the Subrecipient of any such termination. In the event of such a

termination, the Subrecipient 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 Subrecipient 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.

6.1.7. 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 existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, the OAG shall promptly notify the Subrecipient of such fact in writing. Upon such occurrence the OAG shall discontinue payment hereunder.

6.1.8. Antitrust and Assignment of Claims

Pursuant to 15 U.S.C. §1, et seq., and Texas Business and Commerce Code §15.01, et seq., the Subrecipient affirms that it has not violated the Texas antitrust laws or federal antitrust laws and has not communicated its bid for the Contract directly or indirectly to any competitor or any other person engaged in such line of business. The Subrecipient hereby assigns to the OAG any claims for overcharges associated with the Contract under 15 U.S.C. §1, et seq., and Texas Business and Commerce Code §15.01, et seq.

7. CONTRACT MANAGEMENT

7.1. 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 Subrecipient 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.

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. However, the Controlled Correspondence process may be used to document refinements and interpretations of the provisions of this Contract and to document the cost impacts of proposed changes.

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.

7.2. Notices and Liaison

7.2.1. 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.

7.2.1.1. The address of the Subrecipient 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 1080
Houston, TX 77002

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

Ruth Anne Thornton (or successor in office)
Director of Child Support (IV-D Director)
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

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

Clayton D. Richter (or successor in office)
Transactional Attorney Manager
Legal Services
Office of the Attorney General
PO Box 12017 (Mail Code 044)
Austin, TX 78711-2017

7.2.2. Liaison

The Subrecipient and the OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Contract. The liaison(s) named by the Subrecipient shall serve as the initial point(s) of contact for any inquiries made pursuant to the Contract by the OAG and respond to any such inquiries by OAG. The liaison(s) named by OAG shall serve as the initial point(s) of contact for any inquiries made pursuant to the Contract by the Subrecipient and respond to any such inquiries by the Subrecipient. The liaison(s), and their respective addresses, shall be named in writing at the time of the execution of the Contract. Subsequent changes in liaison personnel shall be communicated by the respective Parties in writing.

7.3. Contract Managers

7.3.1. The OAG Contract Manager

Karla McDougal (or successor in office)
Manager, CSD-Government Contracts
Office of the Attorney General
PO Box 12017 (Mail Code 062)
Austin, TX 78711
karla.mcdougal@oag.texas.gov
(512) 460-6167

Any changes to this assignment shall 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 Subrecipient; and
- investigate complaints.

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

- Contract amendment
- Pricing change

7.3.2. The Subrecipient Contract Manager

David W. Simpson, Executive Director
Harris County Domestic Relations Office
1310 Prairie, Suite 1080
Houston, TX 77002
David.Simpson@dro.hctx.net

Any changes to this assignment shall be documented by Controlled Correspondence. The Subrecipient'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; and
- investigate complaints.

7.4. **Subcontracting Approval Required**

It is contemplated by the Parties hereto that the Subrecipient shall conduct the performances provided by this Contract substantially with its own resources and through the services of its own staff. In the event that the Subrecipient should determine that it is necessary or expedient to subcontract for any of the performances specified herein, the Subrecipient shall subcontract for such performances only after the Subrecipient has transmitted to the OAG a true copy of the subcontract the Subrecipient proposes to execute with a subcontractor and has obtained the OAG's written approval for subcontracting the subject performances in advance of executing a subcontract. The Subrecipient, 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 Subrecipient. In no event shall this provision relieve the Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this procurement.

7.5. **No Assignment by Subrecipient**

The Subrecipient will not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the OAG. Notwithstanding anything to the contrary in the Texas Business Organizations Code or any other Texas or other state statute, a merger shall not act to cause the assumption, by the surviving entity or entities, of the Contract and/or its associated rights and duties without the prior written approval of the OAG. The term "merger" as used in this section includes, without limitation, the combining of two (2) corporations into a single surviving corporation, the combining of two (2) existing corporations to form a third (3rd) newly created corporation; or the combining of a corporation with another form of business organization.

7.6. **Reporting Fraud, Waste and Abuse**

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

1. The OAG Contract Manager
2. The Division Chief for Contract Operations, Child Support Division
3. The Division Chief for Field Support, Child Support Division
4. The Director of Child Support (IV-D Director)
5. The OAG Ethics Advisor
6. The OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (866-552-7937) or the FWAPP email box (FWAPP@OAG.Texas.gov)
7. The State Auditor's Office hotline for fraud (1-800-892-8348)

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

1. The specific suspected misconduct;
2. The names of the individual(s)/entity(ies) involved;

3. The date(s)/location(s) of the alleged activity(ies);
4. The names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
5. Any documents which tend to support the allegations.

The words fraud, waste, and abuse as used in this section have the following meanings:

1. 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.
2. Waste is the extravagant, careless, or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
3. 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.

7.7. Cooperation with the OAG

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

7.8. Dispute Resolution Process for Claims of Breach of Contract

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 Subrecipient to attempt to resolve any claim for breach of contract made by the Subrecipient:

- 7.8.1. A claim for breach of 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 Subrecipient shall submit written notice, as required by Subchapter B, to the Deputy for Child Support (IV-D Director), Office of the Attorney General, P.O. Box 12017 (Mail Code 033) Austin, Texas 78711-2017. The 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 Parties otherwise entitled to notice. Compliance with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.
- 7.8.2. The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is the 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 the negotiation process.
- 7.8.3. Compliance with the contested case process 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 the Contract shall be considered a waiver of sovereign immunity to suit.
- 7.8.4. The submission, processing and resolution of a claim for breach of contract is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- 7.8.5. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Subrecipient, in whole or in part.

8. SECURITY AND CONFIDENTIALITY

8.1. General Security and Confidentiality Requirements

The OAG shall not provide, under this Contract, any sensitive or confidential information to the Subrecipient. Any information the Subrecipient compiles or creates as a result of this Contract must be maintained and protected in accordance with any federal, state, or local laws and regulations that

apply. The Subrecipient shall establish a method to secure the confidentiality of records and other information relating to Customers 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 Customers served under this Contract.

8.2. Subrecipient's Access to Data and OAG Facilities

The Subrecipient will have no access to any OAG files or any computer images containing confidential information. The Subrecipient will not be granted access to or use of OAG facilities. If visiting an OAG facility, the Subrecipient will be escorted at all times while on the premises.

9. AMENDMENT

This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of both Parties.

10. TERMINATION OF THE CONTRACT

10.1. Convenience of the State

The OAG reserves the right to terminate the Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice, if OAG determines that such termination is in its best interest. In the event of such a termination, the Subrecipient 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 Subrecipient has completed, delivered to the OAG, and which has been accepted by the OAG. The OAG shall have no other liability including no liability for any costs associated with the termination.

10.2. Termination for Cause or Default

If the Subrecipient fails to provide the contracted-for commodities and or services according to the provisions of the Contract, or fails to comply with any of the terms or conditions of the Contract, the OAG may, upon written notice of default to the Subrecipient, immediately terminate all or any part of the 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 the 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 the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless the OAG notifies the Subrecipient in writing prior to the exercise of such remedy. The Subrecipient will remain liable for all covenants and indemnities under the aforesaid agreement. The Subrecipient 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.

10.3. Change 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 the 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 the Contract.

10.4. Human Trafficking Provisions

These awards are subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. §7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

10.5. Rights upon Termination or Expiration of Contract

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

10.6. Survival of Terms

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

10.7. Termination Assistance

- 10.7.1. The obligations of the Subrecipient under this entire Termination Assistance subsection shall survive the termination of this Contract; said termination occurring for any reason.
- 10.7.2. It is the intent of the Parties that at the expiration or termination of this Contract, the Subrecipient shall cooperate with OAG to assist with the orderly transfer of the services, functions, and operation provided by the Subrecipient hereunder to another service provider or OAG itself. The Subrecipient personnel critical to the transfer efforts shall be identified by the Parties. The Subrecipient shall ensure the cooperation of its key employees during the transfer process. The Subrecipient shall provide full disclosure to OAG of the equipment, software, and third-party supplier services required to perform services previously performed by the Subrecipient within sixty (60) calendar days of any OAG request for same. The Subrecipient shall exercise reasonable efforts to affect a transfer of license or assignment of agreement(s) for any software or third-party services utilized by the Subrecipient to provide services to OAG. The Subrecipient shall exercise its best effort to ensure that OAG obtains appropriate access to third-party services, hardware, software, personnel, and facilities required to perform an orderly termination.
- 10.7.3. In the event of the expiration or termination of all or part of the services being provided under this Contract, the Subrecipient shall, upon OAG's request, provide to the OAG or third-party personnel training in the performance of the affected services.
- 10.7.4. The Subrecipient shall provide to OAG and any designated third-party service provider in writing, to the extent available, applicable requirements, standards, policies, operating procedures, and other documentation relating to the affected services and necessary access to the systems and sites from which the affected services were provided.
- 10.7.5. The Subrecipient shall provide Termination Assistance, as outlined above, for a period of up to one hundred eighty (180) calendar days after the expiration or termination of all or part of the services hereunder as may be reasonably required by OAG for the orderly transition of the affected services. Following this Termination Assistance period, the Subrecipient shall answer questions from the OAG on an "as needed" basis.
- 10.7.6. All of the foregoing Termination Assistance shall be at no additional cost to the OAG.

11. GENERAL TERMS AND CONDITIONS**11.1. Federal Terms and Conditions****11.1.1. Mandatory Disclosures**

These awards are subject to the requirements in 31 U.S.C. §3321, 41 U.S.C. §2313, and provisions found in Federal regulations at 45 C.F.R. §75.113 and Appendix XII of that Part and are required to review and consider information about any current or potential recipient, subrecipient, contractor, or subcontractor contained in the Federal Awardee Performance and Integrity Information System (FAPIIS) at <https://www.fapiis.gov> and System for Award Management (SAM). Non-Federal entities may review and comment on any information about itself that has been entered into FAPIIS. ACF will consider any comments by the non-Federal entity, in addition to other information in FAPIIS to judge the grant recipients integrity, business ethics, and record of performance under Federal awards when completing its review of risk.

11.1.2. Posting Federally Funded Disclaimer Language on Documents

In accordance with Section 505 of Public Law 115-31, the Consolidated Appropriations Act of 2017 is applicable to the mandatory grant programs. "When issuing statements, press

releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds included in this Act, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.”

11.1.3. Salary Limitation – Federal Executive Level II

Federal funds for these grant programs consistently include a provision as part of the Consolidated Appropriations Act (e.g., Public Law 115-31, May 5, 2017) from Congress that the amount that “shall be used to pay the salary of an individual, through a grant or other extramural mechanism” including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2017/executive-senior-level> under the “Rates of Pay for the Executive Schedule” link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entities organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

11.1.4. Federal Funds Accountability and Transparency Act (FFATA) Requirements

Awards under these programs are included under the provisions of Public Law 109-282, the “Federal Funds Accountability and Transparency Act of 2006” (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 C.F.R. Part 170, including Appendix A.

11.1.5. Award Terms for Assistance Agreements under the American Recovery and Reinvestment Act of 2009

Any assistance award funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Public Law 111-5; Federal Funding Accountability and Transparency Act of 2006, (Public Law 109-282), as amended, the award official shall indicate that the award is being made under the Recovery Act, and indicate what projects and/or activities are being funded under the Recovery Act. This requirement applies whenever Recovery Act funds are used, regardless of the assistance type.

11.1.6. Procedures on the Departmental Grant Appeals Board

The Departmental Grant Appeals Board has jurisdiction over certain adverse determinations pursuant to 45 C.F.R. Part 16. Such adverse determinations include, but are not limited to grant termination, in whole or in part.

11.1.7. Claims Collection

This prescribes the standards and procedures for the use in the administrative collection, offset, compromise, and suspension or termination of collection activity for claims for funds or property, as defined by 31 U.S.C. §3701(b) and 45 C.F.R. §30. The regulations are under the authority contained in 31 U.S.C. §3711. The standards and procedures prescribed are authorized under the Federal Claims Collection Act, as amended, Public Law No. 89-508, 80 Stat. 308 (July 19, 1966), the Debt Collection Act of 1982, Public Law No. 97-365, 96 Stat. 1749 (October 25, 1982), the Debt Collection Improvement Act of 1996, Public Law No. 104-134, 110 Stat. 1321, 1358 (April 26, 1996) and the Federal Claims Collection Standards at 31 CFR Parts 900 through 904.

11.1.8. Nondiscrimination pursuant to Title VI of the Civil Right Act of 1964

Awards under these programs will comply with all federal statutes and regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Public Law 88-352) which prohibits discrimination on the basis of race, color or national origin, and (b) 45 C.F.R. Part 80.

11.1.9. Practice and Procedure for Hearings Under 45 C.F.R. Part 81

The rules of procedure in 45 C.F.R. Part 80, §§ 80.9 and 80.10. and 45 C.F.R. Part 81 govern the practice for hearings, decisions, and administrative review conducted by the Department of Health and Human Services, pursuant to Title VI of the Civil Rights Act of 1964 (Section 602, 78 Stat. 252) and 45 C.F.R. Part 80.

11.1.10. Equal Treatment for Faith-Based Organizations

Faith-based or religious organizations are eligible, on the same basis as any other organization, to participate in any awarding agency program for which they are otherwise eligible. Neither the awarding agency, nor any State or local government and other pass-through entity shall, in the selection of service providers, discriminate for or against an organization on the basis of the organization's religious character or affiliation. 45 C.F.R. §87.

11.1.11. Nondiscrimination on the Basis of Age

No person may be excluded from participation in this grant on the basis of age. 45 C.F.R. Part 95.

11.1.12. Micro-purchase and Simplified Acquisition Threshold for Financial Assistance

“Due to statutory changes set forth in the National Defense Authorization Act for Fiscal Year 2018, which became law on December 12, 2017, the threshold for micro-purchases is now set at \$10,000, and the threshold for simplified acquisition is now \$250,000. In accordance with 41 U.S.C. § 1902(f), changes to the thresholds are not effective until implemented in the Federal Acquisition Regulations (FAR). However, pursuant to 2 CFR §200.102, OMB has issued an exception to allow grantees [recipients] to use these higher thresholds in advance of revisions to the FAR at 48 CFR Subpart 2.1 and the Uniform Guidance. Further, the National Defense Authorization Act for Fiscal Year 2017, which became law on December 23, 2016, establishes a uniform process by which institutions of higher education, or related or affiliated nonprofit entities, nonprofit research organizations or independent research institutes can request a micro-purchase threshold above \$10,000. Prior to requesting a higher threshold, please contact the Grants Management Specialist (GMS) identified on your Notice of Award (NoA) or award letter for instructions to submit the request.”

11.1.13. Compliance with Law

The Subrecipient shall be in compliance with all applicable state and federal laws, rules and regulations. The Subrecipient shall perform all services under this Contract in accordance with OAG policies and procedures. To assure that, with respect to the Subrecipient's performances hereunder, 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, the Subrecipient must comply with all state and federal laws, rules, regulations, requirements, and guidelines applicable to the Subrecipient: (1) performing its obligations hereunder and; (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 the Contract. The OAG reserves the right, in its sole discretion, to unilaterally amend the 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.

11.1.13.1. To the extent applicable, subrecipient, grantee, vendor or subcontractor is subject to the requirements of 45 C.F.R. Parts 95 and 100.

11.1.14. Equal Employment Opportunity

The Subrecipient 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 the Contract. The Subrecipient 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 CFR Part 60, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity Department of Labor". The Subrecipient shall ensure that all sub agreements/subcontracts comply with the above referenced provisions.

11.1.15. Certification Regarding Debarment, Suspension, Ineligibility, and Exclusion from Participation in Contracts

The Subrecipient certifies by entering into the 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.

11.1.16. Records Retention and Inspection

The Subrecipient 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 the Contract. The Subrecipient shall retain all such records for a period of seven (7) years after the expiration of the term of the 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. The Subrecipient 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.

11.1.17. Environmental Protection

The Subrecipient shall be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. §7606), Section 508 of the Clean Water Act (33 U.S.C. §1368) Executive Order 11738, and Environmental Protection Agency regulations (C.F.R. Title 40, Chapter 1). The requirements of this provision shall be included in all subcontracts that exceed \$150,000.

11.1.18. Copyrights and Publications

The Subrecipient 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"), the Subrecipient 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 the Subrecipient purchases ownership with funding from this Contract.

The Subrecipient 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.

11.2. Certifications

11.2.1. Human Trafficking Certification

Under Section 2155.0061 of the Texas Government Code, the Applicant certifies that the individual or business entity named in this response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. Section 2155.0061 prohibits a person or entity from receiving a state contract if the contract includes financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of any offense related to the direct support or promotion of human trafficking.

11.2.2. Child Support Obligations

Under Section 231.006, Texas Family Code, (relating to child support) the Subrecipient, by entering into the Contract, certifies that it is not ineligible to receive a payment under the Contract and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

11.2.3. Certification Concerning Dealings with Public Servants

The Subrecipient, by entering into the 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.

11.2.4. Certification Concerning Financial Participation

Pursuant to Section 2155.004, Texas Government Code, the Subrecipient certifies that the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. Section 2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the Contract.

11.2.5. Certification Concerning Hurricane Relief

Sections 2155.006 and 2261.053, Texas Government Code, prohibit the OAG from awarding a contract to any person who, in the past five (5) years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004, Texas Government Code, occurring after September 24, 2005. Under Section 2155.006, the Subrecipient certifies that the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

11.2.6. Certification Concerning Financial Eligibility

The Subrecipient certifies that it and its principals are eligible to participate in the Contract and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal state or local governmental entity and that the Subrecipient is in compliance with the State of Texas statutes and rules relating to procurement and contracting and that the Subrecipient is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

11.2.7. Certification Concerning Conflicts of Interest

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

11.2.8. Certification Concerning Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits the OAG from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined by Section 2252.151 of the Texas Government Code. Under Section 2252, Subchapter F of the Texas Government Code, the Subrecipient certifies that the business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

11.2.9. Certification Concerning Israel

In accordance with Texas Government Code, Chapter 2271, the Subrecipient hereby represents and warrants that it does not and shall not for the duration of any resulting Contract or purchase order hereunder, boycott Israel as the term is defined under Texas Government Code. Sec. 808.001(1).

11.3. General Responsibilities

11.3.1. Independent Contractor

The Contract shall not render the Subrecipient an employee, officer, or agent of the OAG for any purpose. The Subrecipient 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 the Contract. The Subrecipient 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.

11.3.2. No Implied Authority

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

1. Make public policy;
2. Promulgate, amend, or disregard OAG Child Support program policy; or
3. Unilaterally communicate or negotiate, on behalf of the OAG, with any member of the U.S. Congress or any member of their staff, any member of the Texas Legislature or any member of their staff, or any federal or state agency. However, the Subrecipient is required to cooperate fully with the OAG in communications and negotiations with federal and state agencies, as directed by the OAG.

11.3.3. Subrecipient's Liability for Damage to OAG Property

The Subrecipient shall be liable for all damages to OAG owned, leased, or occupied property and equipment caused by the Subrecipient and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Subrecipient shall notify the OAG Contract Manager in writing of any such damage within one (1) calendar day. For damage to equipment, the Subrecipient shall, at the sole option of the OAG, repair, replace, or pay for any and all OAG owned, leased, or controlled equipment that is damaged or lost by the Subrecipient or its employees, agents, subcontractors, or suppliers (including delivery and cartage companies) in connection with any performance pursuant to the Contract. If the OAG directs the Subrecipient to repair, replace, or pay for such equipment, then the Subrecipient shall do so within forty-eight (48) hours of being notified of same by the OAG. For damages to real property or structures on

real property, the Subrecipient shall present to the OAG for prior approval, within forty-eight (48) hours of the damage occurring, a detailed plan for repairing the damage. Such plan shall include a schedule showing when the repairs should be completed. The OAG shall have a reasonable period of time to review and approve the plan. The OAG shall not unreasonably withhold approval of the plan and shall discuss its concerns with the Subrecipient before disapproving any plan. If the Parties cannot resolve the OAG's concerns, the Subrecipient may not implement the plan and shall instead submit an alternative plan for repair to the OAG within forty-eight (48) hours of being instructed to do so by the OAG in writing. The Subrecipient may implement the plan for repair once written approval from the OAG is received.

11.3.4. 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 Subrecipient shall not be liable to the OAG for non-performance or delay in performance of a requirement under the 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 Subrecipient, 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 above paragraph, the Subrecipient will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Subrecipient continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Subrecipient shall immediately notify the OAG Contract Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

11.3.5. News Releases or Pronouncements

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

11.3.6. Agreement Relating to Debts or Delinquencies Owed to the State

As required by Section 2252.903, Texas Government Code, the Subrecipient agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

11.3.7. Permits

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

11.3.8. Electrical Items

Any and all electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, or NEMA.

11.3.9. Date Standard

Four-digit year elements will be used for the purposes of electronic data interchange in any recorded form. The year shall encompass a two (2) digit century that precedes, and is contiguous with, a two (2) digit year of century (e.g., 1999, 2000, etc.). Applications that require day and month information will be coded in the following format: CCYYMMDD. Additional representations for week, hour, minute, and second, if required, will comply with the international standard ISO 8601: 1988, "Data elements and interchange formats--Information interchange--Representation of dates and times."

11.3.10. Offshoring

All work to be performed under the Contract, unless pre-approved differently in writing by the OAG, shall be performed within the United States and its territories.

11.3.11. Executive Head

Pursuant to Section 669.003, Texas Government Code, the OAG may not enter into a contract with a person who employs a current or former executive head of the OAG until four (4) years has passed since that person was the executive head of the OAG. By executing this Contract, the Subrecipient certifies that it does not employ any person who was the executive head of the OAG in the past four (4) years.

11.3.12. Terminated Contracts

By executing this Contract, the Subrecipient certifies that it has not had a contract terminated or been denied the renewal of any contract for non-compliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency.

11.3.13. Optional Services

The OAG may request optional services or programming changes after implementation of the Subrecipient's solution. The decision to obtain optional services or programming changes will be within the sole discretion of the OAG. In the event the OAG elects to exercise this option, the OAG shall provide the Subrecipient with a statement of work and the Subrecipient shall provide proposed pricing for the optional services. The OAG may accept or reject these optional services from the Subrecipient and refine the requirements and negotiate final costs.

The OAG is not responsible or liable for payment for software development/modifications until the OAG determines that any associated test results are acceptable.

11.3.14. Right of Removal

OAG expects all services under the Contract to be competently and professionally performed. The Subrecipient and the Subrecipient's 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 the 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 the Contract and replacement of any Subrecipient and Subrecipient's subcontractor, personnel, and agents deemed by the OAG to be discourteous, unprofessional, incompetent, careless, unsuitable, or otherwise objectionable. Any replacement personnel assigned by the Subrecipient to perform services under the Contract must have qualifications for the assigned position that equal or exceed those of the person being replaced.

11.4. Background Reviews

By entering into this Agreement, the Subrecipient certifies that it will perform a background review, to include criminal history record information, of all Subrecipient Agents before allowing a Subrecipient Agent to provide services to the OAG or to have access to OAG Data.

11.5. Non-Waiver of Rights

Failure of a Party to require performance by another Party under the Contract will 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 the 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 the Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of the Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

11.6. No Waiver of Sovereign Immunity

THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THE 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.

11.7. Severability

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

11.8. Headings

The headings for each section of this document are stated for convenience only and are not to be construed as limiting.

11.9. Applicable Law and Venue

The Subrecipient agrees that the 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 Subrecipient also agrees that the exclusive venue and jurisdiction of any properly allowed legal action or suit concerning the Contract or in any way relating to this Contract shall be commenced in a court of competent jurisdiction in Travis County, Texas. The Subrecipient hereby waives and agrees not to assert: (a) that Subrecipient is not personally subject to the jurisdiction of a court of competent jurisdiction in Travis County, Texas, (b) that the suit, action, or proceeding is brought in an inconvenient forum, (c) that the venue of the suit, action, or proceeding is improper, or (d) any other challenge to jurisdiction or venue. The Subrecipient further agrees that all payments shall be due and payable in Travis County, Texas.

11.10. 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 will be valid or enforceable unless embodied in the Contract documents.

11.11. Attachments

- 11.11.1. Attachment A: Harris County Application Kit
- 11.11.2. Attachment B: Financial Status Report
- 11.11.3. Attachment C: Access and Visitation Detailed Program Budget Report
- 11.11.4. Attachment D: Performance Indicator Report
- 11.11.5. Attachment E: Demographic Worksheet

THIS CONTRACT IS HEREBY ACCEPTED.

OFFICE OF THE ATTORNEY GENERAL

HARRIS COUNTY, TEXAS

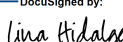
DocuSigned by:

74BC75C5E8264B7...

Ruth Anne Thornton
Director of Child Support
(IV-D Director)

1/14/2021 | 9:34 AM PST

Signature Date

DocuSigned by:

14B4DDA11E5C471...

The Honorable Lina Hidalgo
Harris County Judge

1/21/2021 | 9:04 AM CST

Signature Date



LETTER OF INTENT

Access and Visitation

Complete this section with the requested information about your organization.

Legal Name of Organization (Non-profits use name on Articles of Incorporation)	
Harris County	
Federal Employer Tax ID Number (9 digits)	Texas Comptroller Vendor ID Number (14 digits)
741715446	17604545149159
Organization's Mailing Address, including City/State/Zip	
1310 PRAIRIE, SUITE 1080, HOUSTON 77002	
Organization's Phone Number	Organization's Fax Number
713-274-7300	713-437-4744

Complete this section with contact information for a person who can answer questions about this response.

Name	Title
DAVID SIMPSON	Executive Director
Phone	E-Mail
713-274-7307	david_simpson@hctx.net

<input checked="" type="checkbox"/> I understand that the Office of the Attorney General cannot guarantee funding for this Federal Fiscal Year and/or any future Federal Fiscal Years, and
<input checked="" type="checkbox"/> I understand that funding is dependent upon appropriation and performance.

David W. Simpson

Signature

3 APPLICANT INFORMATION

3.1 General Information

Applicant shall complete Table 4 with general information regarding the Applicant's organization.

Table 4: General Information

Full Legal Name of Organization	Harris County
Doing Business As	Harris County Domestic Relations Office
Name/Title of Grant Contact	David W. Simpson, Executive Director
Name of Project	Possession/Access Enforcement Program
Amount Requested	\$101,000
Award Funding Period	October 1, 2020 – September 30, 2021; option to renew
Mailing Address	1310 Prairie, Suite 1080
City	Houston
State	Texas
Zip	77002
Physical Address	Same
County	
City	
State	
Zip	
Type of Organization (Court, Local Government, Non-Profit)	Local Government
Website(s) & Social Media	www.dro.hctx.net
Number of Paid Employees	74
Texas Vendor ID # (14 digits)	17604545149159
DUNS # (9 digits)	072206378
Federal Employer ID # (9 digits)	760454514
Organization year end (month, day, year)	2/28/21
Contact Name	David W. Simpson
Title	Executive Director
Telephone Number	713-274-7307
Fax Number	713-437-4744
Email Address	david_simpson@hctx.net
Name of Project Financial Officer	Mike Post
Title of Project Financial Officer	County Auditor
Telephone Number	832-927-4560

Fax Number	713-755-8932
Email Address	mike.post@aud.hctx.net
Name of Person Authorized to Sign Contracts on Behalf of Applicant	Honorable Lina Hidalgo
Title of Person Authorized	Harris County Judge
Telephone Number	713-274-7000
Fax Number	713-437-4744
Email Address	CJOgrantsnotification@hctx.net
Debarment – Organization’s current status, “Yes” or “No” If “Yes,” explain.	No
Geographical Areas to be Served (by county)	Harris County Contiguous counties when child resides in Harris County, but jurisdiction lies in a contiguous county.
Brief Description of Project	Provide cooperative parenting and child access/possession services through a process involving legal assistance, mediation, counseling, education and, when necessary, litigation.

3.2 Historical Information

- 3.2.1 When and by whom was the organization founded? What was the founding purpose and how has it evolved? What is the mission statement or goals?
- 3.2.2 Describe in full the current operation of the organization’s program. List current services and the locations where services are offered.
- 3.2.3 Discuss program strategies and target populations for services for the coming year. How many child caregiver or child caregiver relatives are served on an annual basis? How does the organization follow up to gauge program effectiveness?
- 3.2.4 Applicant shall provide a response including detailed information regarding each of the subsections 3.2.1 through 3.2.3.

Harris County Commissioners Court established the Domestic Relations Office (DRO) in 1983 to assist families in litigation and to provide services in the local Family District Courts. The DRO serves eleven Family District Courts and four IV-D Courts in Harris County. The Domestic Relations Office seeks to ensure that:

- Parents discover that mediation is a preferred alternative to litigation.
- Parents understand and keep children out of parental conflict.
- Parents are aware of the consequences of failing to follow court orders.
- Children receive both emotional and financial support from each parent.
- Children are afforded quality time, in a safe environment with both parents.
- Children timely receive the financial support needed to grow up and thrive in life.

The Domestic Relations Office is a domestic violence-informed agency, a partner agency of the Harris County Youth & Family Services Division and is comprised of four (4) Divisions set out below. All services are offered at our main office at 1310

Prairie in the downtown courthouse complex. Below is a list of services that we offer. The combined caseload for all services exceeds 25,000 active cases.

FAMILY COURT SERVICES DIVISION

- A. **Contested Custody/Access Evaluation** – Specially trained mental health evaluators provide forensic evaluation 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 evaluator interviews the parties and child, conducts home visits, and contacts teachers, counselors, friends, relatives and others having relevant information. In addition, the report provides educational, medical, CPS and criminal history information.
- B. **Issue Based Investigation (IBI)** – Issue-Based Investigation is a focused, fact-finding endeavor that provides specific information to the Court in less time than required to complete a child custody evaluation.
- 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. **Parenting Coordination** - Parenting Coordination is a child-focused resolution process in which a mental health professional with mediation training and experience assists high conflict parents implement their parenting plan.
- E. **The Visitation Center** – Supervised visitation services are provided on the Saturdays following the 1st, 3rd and 5th Fridays of each month. This program offers a safe and comfortable environment for children to have access to and visitation with their parents.

LEGAL ENFORCEMENT DIVISION

- A. **Legal Services** - Staff attorneys provide legal representation services for Harris County parents in order to:
 - i. Establish and enforce possession and access requirements;
 - ii. Establish and enforce child support requirements;
 - iii. Establish legal parentage;
 - iv. Terminate income withholding orders;
 - v. Provide accounting of child support collections; and
 - vi. Conduct attorney consultations.
- B. **FOCAS (Focus on Collection and Services)** – An integrated system of federal, state, and county resources used to enforce child and medical support requirements; and used to provide legal enforcement and administrative remedies for delinquency.
- C. **Pro Se Assistance** – Partnership with the Houston Bar Association legal lines that provide legal information to constituents with family law inquiries.

FAMILY DISPUTE RESOLUTION DIVISION

- A. **Family Mediation** – Mediation of conservatorship, access, child support, and property issues affecting children that is conducted by attorneys and custody evaluators with advanced family mediation training. Final mediation, including child support and property division, can result in binding agreements, eliminating the need for trial. All parties participate in an orientation session which includes viewing a child-centered video.
- B. **Access Facilitation** - This service is used early in contested custody and access cases to establish a temporary parenting plan when other methods cannot be concluded in a timely fashion. Same-day services address issues quickly to give some certainty to the children and parties involved while litigation is pending. Temporary arrangements sometimes are adopted as final.

- C. Parent Conferences** – Voluntary joint meetings between parents and a specially trained facilitator to resolve post-judgment conflict surrounding possession/access issues. With a focus on communication, the facilitator reviews the court order with the parties, attempts to achieve a compliance plan, 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 to meet referrals for employment assistance, GED & ESL classes, substance abuse intervention, and parenting classes with partner agencies.

The goal of the Domestic Relations Office 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 parent's needs are ultimately met.

Our target population reflects the size and diversity of Harris County. We target all families residing in Harris County where a Harris County Family District Court has jurisdiction to hear child-related matters. There is no income cap for any of our services except in the area of mediation services. Even then, our income cap for free mediation services enables families with a combined income of \$125,000 annually or less to access services and participate in the program. We have over 25,000 open cases with approximately 12,000 child caregivers being served annually. To gauge client satisfaction, surveys are distributed each month to our mediation and supervised visitation clients. All other programs gauge program effectiveness and success by interacting with clients through phone calls at the conclusion of services delivered to determine if possession/access has resumed.

Possession/Access enforcement cases measure whether access/possession was increased. We follow up with the family on effectiveness when we reach out for a second mediation. Many times, the parenting time is occurring in compliance with the order and no additional services are needed or requested by the applicant. For those needing further assistance, the case moves into litigation where services continue.

3.3 Applicant Funding History

Applicant shall complete Table 5, regarding any private contributions or donations, grant funding, and public funding amounts (in whole dollars) for all programs operated by the organization. Provide an amount for all line items even if the amount is zero (\$0).

If the organization's reporting year starts in a month other than January, include the reporting period in the table header row labeled Fiscal Year: (Starting Month/Day) – (Ending Month/Day).

Table 5: Applicant Funding History

Calendar Year: Jan. 1 – Dec. 31 OR Fiscal Year: (Starting Month/Day) – (Ending Month/Day)				
Year	Private Contributions or Donations	Grant Funds	Public Funds	Total Amount Funded
2018	\$0	\$2,513,000	\$3,500,000	\$6,013,000
2019	\$0	\$2,619,895	\$3,600,000	\$6,219,895
2020	\$0	\$3,159,763	\$3,780,000	\$6,939,763
If 2020 is a partial year, indicate what month(s) it covers:				

3.4 Applicant Estimated Funding

What is the organization's estimated funding for FFY 2021 Access and Visitation (AV) services? Include the source of funding and the program that will be funded.

Table 6: Applicant Estimated Funding for FFY 2021

Source/Program (name all funding sources)	Amount
Donations	\$0
Grant Funds	\$3,154,563
Public Funds	\$3,868,000
	\$
	\$
Total Estimated Funding for FFY 2021	\$7,022,563

3.5 Applicant Fees for Service

Applicant shall identify all fees charged by the organization for services rendered, whether grant related or not, in Table 7. Applicant shall add rows, if needed.

Note: 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.

Table 7: Applicant Fees for Service

Service Type	Fee
Legal Services Application	\$25.00
Attorney Consultation	\$50.00
Community Supervision	\$25.00/mo.
Child Custody Evaluation	Sliding Scale Income Based \$75 - \$750 per party
Adoption Evaluation	\$250.00
Parent Conference	\$50.00
Issue Based Investigation	\$125.00

Service Type	Fee
Supervised Visitation No-Show Fee	\$35.00
Mediation Reset Fee	\$75.00

3.6 Need for Proposed Project

- 3.6.1 How many Non-custodial Parents (NCP), Office of the Attorney General (OAG) case referrals, or requests for assistance with parenting time issues does the organization receive during a single reporting period?
- 3.6.2 Does the organization have an active Access and Visitation (AV) program?
- 3.6.3 How would the organization's participation in an AV program benefit the community as a human services organization? What need would the program's outcome meet?
- 3.6.4 How was this need identified?
- 3.6.5 How has the organization addressed this need in the past?
- 3.6.6 Is the proposed service being offered by other entities in the organization's area? If so, explain the relationship to the service the organization is proposing. What is the current service model?
- 3.6.7 Does the organization assist both the NCP and Custodial Parent (CP) from the same family unit?
- 3.6.8 In what ways, if any, does the organization bring parents from the same family unit together and in collaboration with each other, e.g., parenting education, mediation, settlement?
- 3.6.9 Applicant shall provide a response describing in detail the reason for submitting the grant application and information regarding each of the subsections 3.6.1 through 3.6.8.

The Office scheduled over 760 appointments for parenting time enforcement and opened 424 possession/access cases in the last fiscal year. This includes the period March 2020 – July 2020 which saw a decrease due to COVID. The Office has had an active AV program since 1983.

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. When these worries are combined with the feelings of loss and loneliness that a parent sometimes experiences when a child leaves to be with the other parent, problems surrounding possession often arise.

Despite these problems, 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 seeking to offer to shared parenting wraparound services approach these issues both at the initial establishment and subsequent enforcement stages. To only provides services at one level would not fully address the community's need.

The challenges faced by the community include the need 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.

These needs have been clearly identified through referrals from family judges, parents and organizations seeking to provide access to services to help parents know that children need time with both mom and dad.

The Harris County Domestic Relations Office (DRO) has addressed these needs 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." Parents who have been denied court-ordered possession/access may apply for services to ensure access to their children is preserved and protected. This three-step program involves an attorney consultation, multiple parent conferences, parent education, child counseling and when necessary, litigation.

The DRO provides a cooperative parenting program which has fit appropriately into our community. The parenting program has been in place since our inception. It has been refined and expanded over the years to continue providing the best wrap-around services, also taking into account such factors as evidence-based tools and presence of cultural competency. As a County community-based human services program 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.

By including both parents up front in the process, the DRO has achieved success in moving parents into a co-parenting relationship. 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 regional Office of the Attorney General, IV-D Court and Family Court Judges refer clients with parenting time issues to our Office. The Office assists both NCP and CP client from the same family by offering parent conferences where both parties participate with a mental health professional. In addition, CPs may apply for possession/access enforcement. All applicants are offered counseling, ADR services, settlement and parenting classes.

3.7 Qualifications and Experience

- 3.7.1 Does the organization have any recent experience in managing state or federal grant funds?
- 3.7.2 Does the organization have recent experience in federal and state data reporting?
- 3.7.3 Does the organization have experience working with Title IV-D courts? If so, describe the relationship.
- 3.7.4 What are the qualifications and credentials for both educators/direct service providers and for those who supervise the educators/direct service providers?

- 3.7.5** Applicant shall provide a response describing in detail what percentage of the program's current caseload is comprised of OAG cases and describe how the organization will ensure that at least eighty percent (80%) of the caseload involves OAG cases. Applicant shall describe in detail experience regarding each of the subsections 3.7.1 through 3.7.4.

The organization has past and recent experiencing managing both state and federal grant funds. Harris County manages millions of dollars in both state and federal grants. In addition, there are four 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, possession/access). The Harris County Domestic Relations Office previously completed two federal research project entitled COPE and entitled "Ensuring Access, Securing Support.". The DRO has grants from the OAG, VOCA, and local entities. Each of these grants require data reporting.

The organization provides community supervision, evaluation, mediation, supervised visitation and child support enforcement services in the Title IV-D Courts

Qualifications and credentials of service providers are as follows:

1. Attorneys - JD
2. Dispute Resolution/Parenting Coordinators – LMSW, LCSW, LPC, PsyD, JD, and LPCS.
3. Supervisors – Bachelors, J.D., Masters
4. Enforcement Officers – Either a college degree or 3 years' experience working for a DRO or OAG.

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 daily receiving a variety of referrals from both judges and attorneys. For the 2019-20 fiscal year, 95% of our cases are in the IV-D system as evidenced by prior spreadsheets submitted in the possession/access grant.

3.8 Proposed Solution Narrative

3.8.1 Program Summary and Services

- 3.8.1.1 How does the organization plan to measure the increase in access and parenting time with the NCP?
- 3.8.1.2 Specify the proposed program service location(s) and information regarding transportation options.
- 3.8.1.3 What are the number, qualifications, and credentials of educators or other service providers?
- 3.8.1.4 If providing parent education, submit a copy or provide a link to the curriculum.
- 3.8.1.5 Is the curriculum evidence-based? What type of curriculum do you offer?
- 3.8.1.6 If providing courtroom education, describe in detail.
- 3.8.1.7 Can on-site childcare be provided? If so, provide details.
- 3.8.1.8 Attach the itemized cost, if any, for providing the services listed in this section.
- 3.8.1.9 Applicant shall provide a response including a summary of its organization's proposed project, its proposed solution for addressing the OAG AV program priorities, how those services will lead to

increased NCP parenting time, required outcomes, and detailed information for each of the subsections 3.8.1.1 through 3.8.1.8.

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. Measurement will be determined through phone call(s) with the NCP to determine if parenting time has increased.

Target Population for enforcement are noncustodial parents who reside in Harris County and have been denied court ordered access. The DRO is qualified to serve these populations because it has existing structure, policy, experienced staff and the reputation to provide this service. The geographical area is Harris County, which includes a population of 4.3 million individuals and 1,729 square miles. Our office is located on both a bus and metro line for affordable transportation options. During COVID, we have been offering all services via ZOOM.

We currently serve the never-married population and actively reach out into the community through presentations, brochures, web site to this population. 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.

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 DePelchin in 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.

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 LMSW, LCSW, LPC, PsyD, JD, and LPCS 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 12 mediators who provide these services.

Childcare is not provided at our location. For parents receiving educational workshop sessions at www.learntoprent.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.

Parenting classes are offered at no charge to either parent through our partnership with DePelchin Children's Center. All of their information is found at <https://www.depelchin.org/parenting-classes/>. Their classes are certified, and their reputation precedes them.

The Office provides child counseling vouchers through Houston Galveston Institute at <http://www.talkhgi.org/hgi-counseling-services/>. All costs are covered by the office through a separate

grant.

Onsite childcare if not offered.

There is no charge for any of our possession/access services or referrals.

3.8.2 Target Population

- 3.8.2.1 Describe the target population (including the geographical area the organization plans to serve).
- 3.8.2.2 In what ways is the organization (and staff) qualified to serve the target population?
- 3.8.2.3 Identify any special AV issues this population may have. Include how the organization will serve the priority populations of the OAG's AV program. This includes the never married population, also known as fragile families, which consists of low-income, unmarried parents who share a child and are at high risk of family dissolution.
- 3.8.2.4 Applicant shall provide a response including detailed information regarding each of the subsections 3.8.2.1 through 3.8.2.3.

Target Population for enforcement are noncustodial parents who reside in Harris County and have been denied court ordered access. The DRO is qualified to serve these populations because it has existing structure, policy, experienced staff and the reputation to provide this service. Our submitted statistics from participating in this grant over the last 10 years conclusively establish our qualifications to serve the population. The geographical area is Harris County, which includes a population of 4.7 million individuals and 1,729 square miles.

We currently serve the never-married population and actively reach out into the community through presentations, brochures, web site to this population. 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.

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.

3.8.3 Program Goals and Objectives

- 3.8.3.1 Prepare unmarried parents to set goals to promote and create a healthy future for their children.
- 3.8.3.2 Help unmarried parents establish a positive co-parenting relationship that enables them to work together in raising their child.
- 3.8.3.3 Ensure the on-going and sustained involvement of both parents, especially the NCP, whenever possible in the children's lives.
- 3.8.3.4 Encourage the on-going payment of child support and the provision of other forms of support by the NCP.

- 3.8.3.5 Prepare unmarried parents to make healthy decisions (with their child's best interests in mind) about their relationship.
- 3.8.3.6 Help unmarried parents with inter-generational and blended family issues.
- 3.8.3.7 Help parents living apart and reaching underserved populations.
- 3.8.3.8 Applicant shall provide a response describing how each objective in subsections 3.8.3.1 through 3.8.3.7 will be met and how the program will address concerns specific to fragile families while utilizing best practices from existing fragile family research. Include a list of research that supports the program.

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 attorney consultations and parenting classes. The education classes will help parents and their children cope with family dynamics and deal with post-family litigation issues. Parents will meet with other parents. Sessions are facilitated by educators who will help develop skill to manage stress and anger, create positive co-parenting arrangements and identify the feelings and needs of children.

We will help unmarried parents establish a positive co-parenting relationship that enables them to work together in raising their child by referral to parent education 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 a 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. Referrals to Parent Education workshops and counseling will be free to both the NCP and CP through another grant we receive.

3.8.4 Detailed Implementation Plan

- 3.8.4.1 Delivering education or other programs to low income and diverse ethnic groups, including non-English speakers.
- 3.8.4.2 Recruitment and retention of participants into program services.
- 3.8.4.3 Communication and collaboration with the local child support office.
- 3.8.4.4 The use of staff and volunteers.
- 3.8.4.5 Parent access to services, including how parents will enter, receive, and exit the program.
- 3.8.4.6 Applicant shall provide a response that describes in detail its plan for implementing the proposed program services, including information regarding subsections 3.8.4.1 through 3.8.4.5.

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

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. 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. Most 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 help 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 DePelchin Children's 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.

Recruitment and retention of participants would include outreach to Region Six and to the community supervision unit for continued referrals of parents who need 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.

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.

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 DePelchin at multiple locations throughout the greater Houston areas.
3. Child Counseling is offered by Houston Galveston Institute.

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. 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 cameras 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.

Our office is 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.

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. Clients are scheduled for an attorney consultation within 5-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.

The Office litigates cases on a regular basis and has an excellent working relationship with those courts.

3.8.5 Safety

- 3.8.5.1 Does the organization see and/or accept clients with a reported history of domestic violence?
- 3.8.5.2 Does the organization have a current safety protocol in place for clients accessing the provided services?
- 3.8.5.3 What are the organization's safety considerations and how will they be addressed?
- 3.8.5.4 Has any staff received training applicable to family violence (e.g., trauma-informed care, safety precautions, etc.)?
- 3.8.5.5 Applicant shall provide a response with detailed information regarding subsections 3.8.5.1 through 3.8.5.4.

The Office does provide services to clients with a reported history of domestic violence and has a safety protocol in place. All staff providing services have received training applicable to family violence, both through CE's, CLE's, local family violence providers and the OAG. Below is our approved safety protocol which all staff have read and adhere to.

A. GOAL OF THE PROTOCOL

The goal of the Domestic Relations Office ("DRO") Domestic Violence Safety Protocol for possession & access services is to prioritize safety, while helping to increase noncustodial parents' access to and time with their children. Our services include appropriate safeguard to sure the safety of children and parents. The DRO has implemented intentional and appropriate safety considerations, infusing safety into all processes and activities of possession and access services.

B. PURPOSE OF THE PROTOCOL

The DRO DV Safety Protocol describes, in detail, how the Possession & Access program incorporates information about domestic violence within its activities and collaborates with domestic violence experts. Deliberate and thoughtful steps are taken to ensure that domestic violence issues within families targeted by the DRO are safely, routinely, and consistently identified and appropriately addressed, and that adequate supports and safeguards are in place for parents and children dealing with domestic violence. This Protocol is a resource for all staff involved in the implementation and work of the Possession & Access program, providing concrete guidance, reflecting daily practices at the Division level, and reflecting the roles and responsibility of different Division staff and partners.

C. GUIDING PRINCIPLES as agreed to by all Texas Access & Visitation Grantees:

1. **Equal Regard for the Safety of Children and Adult Victims:** Consider the safety of children and adult victims as the highest priority and treat both with equal regard.
2. **Incorporating an Understanding of Domestic Violence into Legal Enforcement and Family Mediation Services:** Demonstrate a comprehensive understanding of the nature, dynamics, and impact of domestic violence and incorporate that understanding into services provided by the DRO.
-
3. **Respectful and Fair Interaction:** Treat every individual services touch with respect and fairness, while considering the abuse that has occurred within the family.
-
4. **Community Collaboration** Seek to operate within a community collaborative which has as its goal to centralize the safety of children and adult victims and to hold batterers accountable. The community collaborative will strive to: (1) ensure a holistic response to each family member's needs; (2) stop continued abuse of children and adult victims; and (3) eliminate the social conditions that cause intimate partner violence.

Additional Guiding Principles that Represent the Mission of Harris County DRO:

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- 5. **Advocacy for Children and Adult Victims:** Work with the community collaborative to ensure that children and adult victims have meaningful access to services and actively link individuals to those services.
-
- 6. **Valuing Multi-Culturalism and Diversity (additional to consensus):** Be responsive to the background, circumstances, and cultures of the community and the families the DRO Legal Enforcement and Family Mediation Divisions serve.

D. PROTOCOL COMPONENTS

1. DRO Access and Possession Staff Knowledge and Training on Domestic Violence

Each project staff person must have four hours of training on domestic violence annually. Two of the four hours must be in person training.

- a. All mediators, attorneys and mental health professional receive eight hours of domestic violence training as term of their employment.
- b. DRO staff attend annual mandatory training through the Harris County District Attorney's Office.
- c. All professional staff attend seminars required to maintain their licensure that offer DV training as a component.
- d. All staff with access to TXCSES complete the domestic violence training offered by the Office of the Attorney General annually.

2. Connection with Local Domestic Violence Resources

Project staff will meet on an annual basis with local domestic violence program staff. Staff will meet with at least one local domestic violence partner each year to discuss programs and share information on resources for customers.

All DRO staff have resource and referrals sheets for referral purposes when DV is alleged. Staff may refer or reach out to the following local FV programs when domestic violence is disclosed:

- a. **Harris County District Attorney's Office**, 1310 Prairie, 5th Fl., Houston, TX 77002 713-274-0212

Internal Contact: Mary McFaden, Family Criminal Law Division Chief for the Harris County DA's Office; Phone: 713-274-0214; Email: mary_mcfaden@dao.hctx.net

- b. **Aid to Victims of Domestic Abuse ("AVDA")**, 1001 Texas Ave., Suite 600, Houston, TX 77002 713-224-9911.

Internal Contact: Maisha Colter, Chief Executive Officer; Phone: 713-224-9911; Email: maishac@avda-tx.org

- c. **Houston Area Women's Center ("HAWC")**, 1010 Waugh Drive, Houston, TX 77019 Phone: 713-528-2121;

Internal Contact: Sonia Corrales, Chief Programs Officer; Phone: 713.528.6798 ext.2241; scorrales@hawc.org

- d. **Family Time**, 1203 South Houston Ave., Humble, TX 77338; Phone: 281-446-2615

- e. **The Bridge Over Troubled Water**, 3811 Allen-Genoa Rd, Pasadena, TX 77504
Phone: (713) 472-0753; Internal Contact: Q. Olivia Rivers, Deputy Director, ORivers@tbotw.org

3. Provision of Universal Information

- a. The DRO developed two (2) domestic violence brochures available in English and Spanish. These are available in all five (5) lobby areas of the Office. Please see Addendum 1, Brochures.
- b. All DRO Service Brochures have DV phone numbers, as well as other referral numbers. All DRO Service Brochures are made available in the Family District and IV-D Courts. Please see Addendum 1, Brochures.
- c. Web Presence
 -
- d. Letters to custodial and non-custodial parents

4. Screening/Assessment for Domestic Violence

Screening for domestic violence occurs when an applicant applies for services through the links and information below. If Domestic Violence is disclosed by a party in any of these applications, that disclosure will not be shared with the other party.

- a. **Possession/Access Establishment through Mediation**
Mediation Request Form
Website: <https://dro.harriscountytexas.gov/Pages/MediationRequest.aspx>
- b. **Possession/Access Enforcement**
Application for Parenting Time Enforcement – Noncustodial Parent
Website:
<https://dro.harriscountytexas.gov/Pages/Forms.aspx?Area=Possession/Access>

c. Parent Conference

Screened over the phone by our Parent Conference coordinator by reviewing the Parent Conference Screening Questionnaire, discussing responses in more detail, and determining whether a safety concern is identified.

d. Pro Se Litigant DV Screening/Assessment

After reviewing the Mediation Screening Questionnaire, the intake coordinator discusses responses in more detail and determines whether a safety concern is identified. Appropriate cases are referred to the Harris County District Attorney's Office Family Criminal Law Division, 1310 Prairie, 5th Floor, Houston, TX 77002; Phone: 713-274-0212

5. Responding to Information Regarding Domestic Violence

- 6. Mandatory Reporters:** If, during the course of providing possession and access services, a DRO employee hears or suspects that a child has been or may be abused or neglected, Section 261.101 of the Texas Family Code requires that DRO employee to make a report not later than the 48th hour after the hour they first suspect that a child has been or may be abused or neglected or is a victim of an offense under Section 21.11 of the Texas Penal Code. Note: Child witness/exposure to domestic violence does not fall under the definition of abuse / neglect and therefore does not require a report.

- 7. Parties:** If, during the course of providing possession and access services, a party discloses that he or she has been the victim of domestic violence, the staff member will defer to their attorney if represented by counsel. If not represented by counsel, the DRO staff member will refer the pro se party to the following service providers:

- - i. **Harris County District Attorney's Office Family Criminal Law Division**, 1310 Prairie, 5th Fl., Houston, TX 77002; Phone: 713-274-0212
 - ii. **Aid to Victims of Domestic Abuse ("AVDA")**, 1001 Texas Ave., Suite 600, Houston, TX 77002; Phone: 713-224-9911
 - iii. **Family Time Crisis & Counseling Center**, 1203 South Houston Ave., Humble, TX 77338; Phone: 281-446-2615
 - iv. **Houston Area Women's Center ("HAWC")**, 1010 Waugh Drive, Houston, TX 77019, Phone: 713-528-2121
 - v. **The Bridge Over Troubled Waters**, 3811 Allen Genoa, Pasadena, TX 77504, Phone: 713-472-0753

- 8. Application for Possession & Access Enforcement Safety Plan:** Each person applying for services must complete an application for services. Pursuant to our Case Policy & Fee Schedule:

Either party may apply for services by contacting our office and indicating

a desire to enforce possession/access. Cursory information is collected, including name and cause number. Using databases available to our Office, a staff member completes a Parenting Time Screening Sheet, which includes:

- a. reviewing the existing final possession order;
- b. whether DRO has previously provided services;
- c. whether there are pending family litigation;
- d. the applicant's criminal history; and
- e. whether there is an inactive or active protective order.

The staff member then contacts the applicant by phone and further screens by asking questions on the "parenting time screening sheet". Should a protective order exist (active or inactive), the applicant have criminal history involving violence, or other concern exist during the oral screening process, the file is sent to the Director of Legal Enforcement for further review before scheduling the consultation. After completing screening, the applicant is scheduled for an attorney consultation. Should domestic violence be present, the hard file is physically marked with a Domestic Violence indicator sheet.

Upon arrival, the applicant completes an Application for Services which asks the questions listed in *the application Section VI: Information Regarding Domestic Violence and Child Abuse*. Answers to these questions are discussed and screened during the attorney consultation phase.

-
- 9. **Parent Conference Safety Plan:** The ADR Division of the DRO has the following Parent Conference Safety Plan included in its Policies & Procedures Manual:

-
- After completing the Parent Conference Screening Questionnaire, the PC Facilitator makes a final determination of whether a safety concern is identified, what steps should be taken to address the concern, and whether a participant with a safety concern agrees to participate in the Parent Conference. Should a safety concern be identified, a plan for the Parent Conference must be implemented with the input from the party/parties with the safety concern. For the Parent Conference to proceed safely, one or more of the following may occur:
-
- i. The Parent Conference is declined because the process cannot proceed safely;
- ii. The participant declines to meet;
- iii. The parties participate in separate rooms (including waiting areas);
- iv. The Conference commences in the same room as the other parent, but with monitoring;
- v. The PC Facilitator meets with participants at the Courthouse or other secure building;
- vi. Delayed arrival and departure times are put in place for in all cases with safety concerns;

- vii. Secured escort is provided; or
- viii. DV referrals are provided, per Section D.5.b.

The PC Facilitator must discuss the safety concerns with a manager and determine how to advise both parties of the process.

-
- 10. **Establishment Mediation Safety Plan:** The ADR Division of the DRO has the following Mediation Safety Plan included in its Policies & Procedures Manual:

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- After reviewing the Mediation Screening Questionnaire and interviewing the participant, the Mediator makes a final determination of whether a safety concern is identified, what steps should be taken to address the concern, and whether the participant with a safety concern agrees to participate in Mediation. Should a safety concern be identified, a plan for the Mediation must be implemented with the input from the party/parties with the safety concern. For the Mediation to proceed safely, one or more of the following may occur:
-
- i. Mediation is declined because the process cannot proceed safely;
- ii. The participant declines to mediate;
- iii. The parties participate in mediation in separate rooms (including waiting areas);
- iv. Mediation commences in the same room as the other parent, but with monitoring;
- v. Mediator meets with participants at the Courthouse or other secure building;
- vi. If the parties are unable to agree on measures relating to safety for the child and parents, the ADR staff may stop the mediation and encourage the CP to seek a modification.
- vii. Delayed arrival and departure times are put in place in all cases with safety concerns;
- viii. Secured escort is provided; or
- ix. DV referrals are provided, per Section D.5.b.

The Mediator must discuss the safety concerns with a manager and determine how to advise both parties of the process.

11. Staff Safety and Wellness

- a. The lobby to our building has a constable present at all times.
- b. The lobby and each elevator have signs stating that no weapons are allowed in the Domestic Relations Office pursuant to state law.
- c. All outer and inner hallways, reception area and common areas have cameras with back up tape. Signs appear in the elevator lobby that cameras are present.
- d. All entrances are secured with locked doors. Visitors are only admitted through reception areas after announcing who they are, showing

identification and being escorted by a DRO employee. DRO staff are only admitted by using their badge.

- e. All reception areas have panic buttons that can be pushed to immediately notify Constable Precinct One. Constables can appear in less than a minute.
- f. Harris County offers an Employee Assistance Program with:
 - i. In-person consultation with EAP counselor (8 single-issue free sessions)
 - ii. Online services (unlimited)
- g. All DRO employees are required to attend one (1) free Wellness Class per year, choosing from a wide range of topics.
- h. There is an open-door policy to discuss difficult cases, and there are weekly debriefs about tough mediations.

3.8.6 Resources

- 3.8.6.1 Identify resources needed to successfully complete the project, including any other agencies/entities the organization plans to collaborate with to deliver services and the role they will play in program implementation. Include letters of support for all collaborating agencies.
- 3.8.6.2 List the steps the organization will take to work with the OAG and the current state of that partnership.
- 3.8.6.3 Are there any non-grant funding and resources available to enhance the proposed project?
- 3.8.6.4 Applicant shall provide a response with detailed information regarding subsections 3.8.6.1 through 3.8.6.3.

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.

Our general operating budget from the County will be utilized to enhance services that we are unable to provide. The grant is not paying for outside parent educational services or child counseling services. The county will pay for all indirect costs, including leases, phones, computers, copy machines, case management systems, etc.

We will not turn away clients. In our 37 years of existence, we have not turned away any client because of financial capacity.

3.8.7 Parent Referrals

- 3.8.7.1 What will be the organization's main source of parent referrals?
- 3.8.7.2 How does the organization currently receive parent referrals?
- 3.8.7.3 How will the organization incorporate parent referrals from local OAG-CSD offices?
- 3.8.7.4 Does the organization have a marketing plan or strategy? If so, describe it in detail.
- 3.8.7.5 How will the organization promote the availability of grant-funded services in the geographical area you serve?

- 3.8.7.6 Does the organization have any plans for expanding the project beyond grant-related funding?
- 3.8.7.7 How will the organization meet its monthly performance indicators if referrals are less than expected?
- 3.8.7.8 Applicant shall provide a response describing how the organization will obtain parent referrals for the AV program, including details regarding each of the questions listed in subsections 3.8.7.1 through 3.8.7.7.

Client referrals are received through (1) internet browser, (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. The Office has incorporated referrals from the OAG for more than 15 years. Parents are told to apply through our website application process or to call to schedule an appointment. Our marketing plan consists of our internet site, judge and attorney referrals, agency referrals, past client referrals, etc. The OAG and DRO will inform its fatherhood groups about our grant-funded service.

On average, our office receives schedules over 740 requests for services which are scheduled for attorney consultation. However, only about 2/3 appear for services at the time of the appointment. The organization will provide possession/access services to all applicants, regardless of whether there is enough grant money to extend through the 12 months. Should the grant funding be expended, clients will have to pay an initial fee for the service. Based on historical data, performance indicators will be met.

- 3.8.8 Key Staff
- 3.8.8.1 Attach a list by name, title, credentials, and function the key staff who will work on the proposed grant-funded project.
- 3.8.8.2 If staff will be hired, what credentials are required for each position? Will they be employees or subcontractors?
- 3.8.8.3 Will staff include licensed attorneys? If so, what will be their primary role within the organization?
- 3.8.8.4 Who will be responsible for hiring staff to oversee the proposed AV grant program? What will their relationship be to the AV grant project and application process?
- 3.8.8.5 What are the organization's continuing education and training requirements? Who will ensure these requirements are met? How the organization will ensure the staff's cultural competency?
- 3.8.8.6 Applicant shall provide a response with detailed information regarding subsections 3.8.8.1 through 3.8.8.5.

Key Players

David W. Simpson, J.D., Executive Director, Domestic Relations Office

Jane McMahon, J.D., Director, Legal Enforcement Division

Barbara Schnack, J.D., LBSW, Director, Family Court Services 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

Crescentia Plair, B.A. Parent Conference Coordinator, Family Court Services Division.

Edit Foret, M.A., LMSW, Evaluator/Mediation, Family Court Services Division

Christine Sine, M.A., LMSW, Investigator/Mediator, Family Court Services

Diane Guarglia, J.D., Investigator/Mediator, Family Court Services

Yvette Edwards, M.A., Assistant Director, Family Court Services
 Donneborah Wright, M.A., Investigator/Mediator, Family Court Services
 Ginnean Cleveland, M.A., LPC, Investigator/Mediator, Family Court Services
 Maria Villalva, M.A., LMSW Investigator/Mediator, Family Court Services
 Rebecca Briggs, M.A., LCSW, Investigator/Mediator, Family Court Services
 Robin Day, PsyD, Investigator/Mediator, Family Court Services
 Stacy Burgess, M.A. LMSW, Investigator/Mediator, Family Court Services
 Yanette Alvarenga, M.A. LPC, Investigator/Mediator, Family Court Services
 Aida Copeland, AD, Supervisor, Legal Enforcement
 Lydia Medina, MA, Supervisor, Legal Enforcement
 Treasea Trevino, J.D. Attorney Legal Enforcement Division
 LaTosha Clayton, J.D. Attorney Legal Enforcement Division
 Victoria Sanchez, J.D. Attorney Legal Enforcement Division
 Katherine Diaz Garcia, J.D. Attorney Legal Enforcement Division
 Maliha Ali, J.D. Attorney Legal Enforcement Division
 Maria Cebrian, Case Manager, Family Court Services
 Blanca Reyna, Intake Assistance, Family Court Services
 Tracy Pounds, Enforcement Officer, Legal Enforcement

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 additional 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. Staff will include licensed attorneys who will provide attorney consultations and litigation services. Management and Administration are responsible for hiring staff. Lawyers and mental health professionals are required to have a certain number of continuing education hours each year to maintain their licensure. Harris County covers those costs and all staff remain current. Cultural competency training is required of all staff members and is enumerated in the County's personnel regulations and the DRO's Employee Handbook.

3.9 AV Project Goals, Objectives, and Performance Indicators

- 3.9.1 Will the organization offer co-parenting education classes?
- 3.9.2 Will the organization offer mediation?
- 3.9.3 Does the organization's program model allow for interaction between the NCP and CP from the same family group? If so, describe in detail.
- 3.9.4 How will the organization address the federally required outcomes of increased parenting time in terms of parent behavior, knowledge, and attitudes?
- 3.9.5 What methodology will be used for the proposed AV program and what are the expected outcomes and results?
- 3.9.6 What will the organization use to measure and track outcomes? Outcomes must be linked to the program service elements (Section 3.8.1 Program Summary and Services) of the Application.
- 3.9.7 What is the estimated cost per NCP and CP?
- 3.9.8 Applicant shall provide a response outlining 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). Include details regarding subsections 3.9.1 through 3.9.7.

The organization will offer parent education classes and mediation. The model allows for interaction between NCP and CP prior to litigation in a parent conference. Both parties are invited into the office for a parent conference with a mental health professional who is also a certified mediator. The parties will participate in the same room unless there are domestic violence indicators. The parties will discuss the order, the possession schedule, current visitation realities, the children's status, residential and phone information, communication efforts and work towards resuming visits pursuant to the court order or an alternative stair-step schedule that leads back to obedience with the court order. Sometimes more than one parent conference session is necessary.

Each parent will receive instruction in their behavior, knowledge and attitude through the three-phase process. Parents whose parenting time has increased will be notated on the federally approved PIR.

The methodology follows the steps clearly enumerated in previous responses, i.e. attorney consultation with NCP, contact with CP, parent conferences, further contact, and when necessary, litigation. The outcomes will be a 77% increase in parenting time for the NCP. Outcomes will be measured based on communication from NCP that parenting time has increased.

Possession/Access enforcement cases measure whether access/possession was increased. We follow up with the family on effectiveness when we reach out for a second mediation. Many times, the parenting time is occurring in compliance with the order and no additional services are needed or requested by the applicant. For those needing further assistance, the case moves into litigation where services continue.

The estimated cost to the grant per NCP and CP is \$240.48.

The Harris County Domestic Relations Office will provide time proven services to ensure that children receive emotional 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 parent conference agreements that establish in writing the 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.

All cases will include an application/agreement for 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, the current fact patterns surrounding possession and access, communication with both parties, actions taken, court decision, etc. 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 settled 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.

4 PERFORMANCE INDICATOR REPORT

Complete the Performance Indicator Reports to identify the organization's monthly performance indicators (e.g., number of mediations, number of persons attending classes, number of orientations). Add additional rows for other services you provide. Final indicators will be negotiated before Contract signing.

FFY 2018 Monthly Grant-Related Performance Indicators

Table 8: Sample Table

FFY 2018	2018					2019				
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Performance Indicator										
Mediation - (Number of cases mediated)	11	11	10	12	13	20	15	12	13	147
Education - (Number of parents completing co-parenting classes)	11	5	6	7	8	9	10	11	12	110

Table 9: Performance Indicator Report FFY 2018

FFY 2018	2018					2019				
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Performance Indicator										
Services										
▪										
▪ Legal/enforcement	15	15	15	15	15	15	15	15	15	180
Mediation	18	18	18	18	18	18	18	18	18	216
Counseling	2	2	2	2	2	2	2	2	2	24
Parenting Plan (created outside of court-ordered mediation)	10	10	10	10	10	10	10	10	10	120
Education	55	55	55	55	55	55	55	55	55	660
Number of NCPs served (non-duplicated number)	35	35	35	35	35	35	35	35	35	420
Outcomes:										
▪ # of NCPs that increased Parenting Time	27	27	27	27	27	27	27	27	27	324
Other:										
▪										

FFY 2019 Monthly Grant-Related Performance Indicators

Table 10: Performance Indicator Report FFY 2019

FFY 2019	2019				2020								Total
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Performance Indicator													
Services													
▪													
▪ <i>Legal/enforcement</i>	15	15	15	15	15	15	15	15	15	15	15	15	180
Mediation	18	18	18	18	18	18	18	18	18	18	18	18	216
Counseling	2	2	2	2	2	2	2	2	2	2	2	2	24
Parenting Plan (created outside of court-ordered mediation)	10	10	10	10	10	10	10	10	10	10	10	10	120
Education	55	55	55	55	55	55	55	55	55	55	55	55	660
Number of NCPs served (non-duplicated number)	35	35	35	35	35	35	35	35	35	35	35	35	420
Outcomes:													
▪ <i># of NCPs that increased Parenting Time</i>	27	27	27	27	27	27	27	27	27	27	27	27	324
Other:													
▪													

5 BUDGET

5.1 Current AV Program Operating Budget

Using Table 11, submit a detailed itemized budget for the organization. Include prior OAG-CSD AV grant awards and other AV related funding or grant awards. Use the Comments cell to discuss any circumstances affecting the budget category. Indicate if portions of the organization's budget are pending due to other grant applications or similar requests.

Table 11: Current AV Program Operating Budget

Category	FFY 2019	FFY 2020	Comments
Salaries (Direct salaries for full- and part-time project employees.)	\$68,818	\$61,936	
Fringe Benefits (Costs for employee insurance, retirement, social security benefits, unemployment insurance, and other similar staff-related expenses.)	\$28,272	\$25,445.00	
Travel (Costs related to in-state project travel including meals, lodging, and transportation.) Include the cost for two (2) people to attend the OAG annual conference.	\$760.00	\$684.00	
Supplies (Office supplies, printing, photocopying, postage, educational materials, and other similar costs.)	\$0	\$0	
Contractual (Costs associated with the hiring of professional services such as counseling, evaluations, accounting, audit, or other professional services.)	\$0	\$0	
Other Direct Operating Costs (Any direct budget items not included in the above categories. Examples include telephone, office rent, utilities, personnel bonding, insurance, and other similar direct operational costs.)	\$0	\$0	
Indirect Costs (Expenses charged to the 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.)	\$0	\$0	
Total Annual Budget	\$97,850	\$88,065	

5.2 Proposed Program Budget

Complete Table 12 and Table 13 for this Application Kit project funding request. Only the cost categories listed below are eligible for grant funding.

Table 12: Proposed Program Budget

Category	FFY 2020 Requested Amount	FFY 2021 Requested Amount	Comments
Salaries (Direct salaries for full- and part-time project employees.)	\$61,936	\$70,300	
Fringe Benefits (Costs for employee insurance, retirement, social security benefits, unemployment insurance, and other similar staff-related expenses.)	\$25,445	\$29,000	
Travel (Costs related to in-state project travel including meals, lodging, and transportation.)	\$684	\$700	
Supplies (Office supplies, printing, photocopying, postage, educational materials, and other similar costs.)	\$0	\$0	
Contractual (Costs associated with the hiring of professional services such as counseling, evaluations, accounting, audit, or other professional services.)	\$0	\$0	
Other Direct Operating Costs (Any direct budget items not included in the above categories. Examples include telephone, office rent, utilities, personnel bonding, insurance, and other similar direct operational costs.)	\$0	\$0	
Indirect Costs (Expenses charged to the 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.)	\$0	\$0	
Total Request	\$88,065	\$101,000	

Failure to complete Table 13 may disqualify the Application Kit.

Table 13: Detailed Program Budget

Entity Name:	Harris County Domestic Relations Office		
Program Name:	Possession Access Enforcement Program		
FFY 2020 Amount:	\$101,000		
Required 10% Match:	10,100		
County:	Harris County		
City:	Houston		
Contract Period:	9/1/2020 – 8/31/2021		
	Total FFY 2020 Award	Organization's Match	Total Program Budget
Salaries			
Salary Total	70,300	7,030	77,330
Fringe Benefits			
Fringe Total	29,000	2,900	31,900
Travel			
Travel Total	700	70	770
Supplies			
Supplies Total			
Contractual			
Contractual Total			
Other Direct Operating Costs			
Other Total			
Indirect Costs			
Indirect Total			
Total Budget	101,000	10,100	111,100

5.3 Grant Match

Applicant shall describe, in detail, its organization's match for the above-requested funds. Subrecipients are required to contribute, at a minimum, a ten percent (10%) match for all funds awarded by the OAG. The match may be in the form of non-federal cash or in-kind contributions. The specific matching funds identified below shall not be used for matching purposes with other grants. Subrecipients shall comply with the provisions of 45 CFR 92.24 in calculating matching funds. Subrecipients 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 will exceed the 10% requirement of \$10,100.

5.4 Project Budget Narrative

Applicant shall describe each of the costs identified in Section 5.2 Proposed Program Budget and how they relate to the project's projected outcome. Describe if and how other funds will be used to supplement those identified in the Application Kit. If costs, such as telephone monthly service charges, are shared with non-grant related projects, describe how the organization will cost allocate such charges to the grant. Failure to describe fully the costs identified in the requested detailed budget, as listed in Section 5.2 Proposed Program Budget, may disqualify the Application Kit.

The salary and benefits cost are calculated based on the average 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 average salaries for enforcement litigation, attorney consultations and attorney mediations at \$40.00/hr.

Family Court Services Investigator's average salaries for mediation, access facilitation and parent conferences at \$35.00/hr.

Enforcement Officers average salaries are \$23.00/hr.

Fringe Benefits: 23.68% of salary cost + \$13,800 for health insurance annually.

In-State Travel: Office of the Attorney General conference and grant workgroups.

Supplies and operating expenses: n/a

6 PUBLIC INFORMATION ACT

As a state agency, the OAG will strictly adhere to the requirements of: (a) Chapter 41, Subchapter L of the Texas Government Code regarding the preservation, management, and retention of state records, and (b) Chapter 552 of the Texas Government Code (the "Texas Public Information Act") regarding the disclosure of public information. As a result, by participating in this solicitation process you acknowledge that all information, documentation, and other materials you submit in response to this RFA: (a) constitute state records for the purposes of Chapter 441, subchapter L of the Texas Government Code, and (b) may be subject to public disclosure under the Texas Public Information Act.

The OAG is without authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the Texas Public Information Act (the "Act"). Under the Act all information held by governmental bodies is open to public disclosure unless it falls within one (1) of the Act's specific exceptions to disclosure. Applicants are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and other proprietary information. OAG shall have no liability to the Applicant or any other person or entity for disclosing information in accordance with the Texas Public Information Act.

If it is necessary for an Applicant to include proprietary or otherwise confidential information in its response, that proprietary or otherwise confidential information, documentation, or materials must be clearly identified on each page upon which it appears and with a written notice (in a format as shown below) identifying the specific exception(s) to disclosure under the Act that the Applicant claims is/are applicable to such information, documentation, or material. Subchapter C of the Act sets forth the Act's exceptions to the required disclosure of information. Please note that claiming a disclosure exception for provided information does not automatically render such information confidential. Further, merely making a blanket claim that all of the submitted information is protected from disclosure because it contains some proprietary information is not acceptable and shall not render the entire submission confidential. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the Act.

Applicant shall indicate, in a format similar to that of Table 14: Public Information Exceptions, which portions of their response, by page number and/or section number, the Applicant believes would be excepted from disclosure.

Table 14: Public Information Exceptions

Page Number, Section Number	Exception
n/a	

In the event that the OAG receives a request under the Act for a copy of any information, documentation, or other material for which an exception to required disclosure under the Act is claimed, the OAG will undertake its best efforts to provide the Applicant with notice of the request and afford the Applicant the opportunity to brief the facts that bring the information under the applicable exceptions of the Act. The Applicant will submit the brief to the Open Records Division of the OAG. The Open Records Division is the division within the OAG that governmental bodies (including divisions of the OAG) seeking to withhold information under the Public Information Act must apply to for a decision on whether the information is excepted from disclosure. It is not possible to obtain a decision prior to a request for public disclosure being made since the Open Records Division does not render advisory opinions.

The OAG shall not have the obligation or duty to advocate the confidentiality of Applicant's material to the Open Records Division of the OAG or to any other person or entity. It is the Applicant's sole obligation to advocate the confidential or proprietary nature of any information it provides in its Application, and the Applicant acknowledges that the Open Records Division of the OAG may determine that all or part of any claimed confidential or proprietary information should be disclosed. As provided in the Texas Government Code §552.008, Texas Public Information Act, upon request from a member of the Legislature when needed for legislative purposes, OAG may release the Applicant's entire Application, including claimed confidential or proprietary information. Should the OAG award this solicitation to Applicant, these provisions survive termination of the Contract.

Additionally, so that the OAG may contact Applicant concerning any public information requests it receives for Applicant's Application, Applicant shall provide contact information to the OAG, including a phone number and email address for the named individual responsible for responding to such inquiries. For more information on the Public Information Act's processes and procedures, please refer to Chapter 552, Texas Government Code.

7 INVOICING

The OAG shall not be liable for any services rendered or obligations incurred on behalf of the OAG by the Subrecipient before execution of the Contract.

All payments will be made in accordance with the Texas Prompt Payment Act (Texas Government Code, Chapter 2251), the Cash Management Improvement Act 31 U.S.C. §3335, §6501 and §6503 and the Rules and Procedures for Efficient Federal-State Funds Transfers (31 CFR Part 205).

GRANT FORM A**APPLICANT'S EXECUTION OF APPLICATION AND ASSURANCES
(WITH CERTIFICATION)**

Applicants must certify the following statements are true by signing below. Failure to sign the Application may void the Application. If any assurance is shown to be false, the contract may be terminated, payment withheld, and the Applicant shall be liable to the OAG for attorney's fees and the costs necessary to complete the contract, including the cost of advertising and awarding a subsequent contract.

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

1. The Applicant complies 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.
2. The Applicant complies 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.
3. The Applicant complies with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and complies with environmental standards that may be prescribed pursuant to the mandates of Executive Order 11738 and the regulations of the Environmental Protection Agency (CFR Title 40, Chapter 1) prohibiting 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 Department of Health and Human Services (DHHS).
4. The Applicant complies with the provisions of the Drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Governmentwide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).
5. The Subrecipient 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 the Contract. The Subrecipient shall retain all such records for a period of seven (7) years after the expiration of the term of the 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. The Subrecipient 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.
6. The Subrecipient shall 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.
7. The Applicant complies 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.
8. The Applicant complies with all provisions of the grant award letter from the DHHS relating to this grant and any subsequent rules, procedures, or regulations promulgated by the department relating to grant funds distributed in accordance with the AV grant program.
9. The Applicant complies with all applicable provisions of the Uniform Grant Management Standards promulgated by the Texas Governor's Office of Budget and Planning.
10. The Applicant complies with all provisions of the AV grant program, RFA, and attachments. The Applicant will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

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GRANT FORM A**APPLICANT'S EXECUTION OF APPLICATION AND ASSURANCES
(WITH CERTIFICATION)**

11. The Applicant has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
12. The Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
13. The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
14. The Applicant will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
15. The Applicant will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
16. The Applicant will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
17. The Applicant will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
18. The Applicant will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
19. The Applicant will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
20. The Applicant will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO

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- 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
21. The Applicant will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 22. The Applicant will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
 23. The Applicant will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 24. The Applicant will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
 25. The Applicant will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 26. The Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
 27. The Applicant will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
 28. The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or sub-recipients from (1) engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
 29. Smoking Prohibitions. The Applicant complies with the provisions of federal law generally known as the Pro-Children Act of 2001 (Public Law 103-277, Part C Environmental Tobacco Smoke). In accordance with Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local, and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

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GRANT FORM A**APPLICANT'S EXECUTION OF APPLICATION AND ASSURANCES
(WITH CERTIFICATION)**

30. Antitrust and Assignment of Claims. Pursuant to 15 U.S.C. §1, et seq., and Texas Business and Commerce Code §15.01, et seq., the Applicant affirms that it has not violated the Texas antitrust laws or federal antitrust laws and has not communicated its bid for the Contract directly or indirectly to any competitor or any other person engaged in such line of business. The Applicant hereby assigns to the OAG any claims for overcharges associated with the Contract under 15 U.S.C. §1, et seq., and Texas Business and Commerce Code §15.01, et seq.
31. Child Support Obligations. Under Section 231.006, Texas Family Code, (relating to child support) the Applicant, by entering into the Contract, certifies that it is not ineligible to receive a payment under the Contract and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.
32. Pursuant to §669.003, Government Code, the OAG may not enter into a contract with a person who employs a current or former executive head of the OAG until four (4) years has passed since that person was the executive head of the OAG. Applicant assures the OAG that it may enter a contract with the OAG in compliance with this law. If the Applicant employs a former executive head of the OAG, the Applicant must complete the following information in order for its Application to be evaluated:

Name of Former Executive: n/a

Name of State Agency: _____

Date of Separation: _____

Position with Applicant: _____

Date of Employment with Applicant: _____

33. Section 2155.004, Government Code, prohibits the OAG from accepting an Application that includes proposed financial participation by a person who received compensation from the OAG to participate in preparing this solicitation or the specifications contained in this solicitation. Applicant certifies:
"Under §2155.004, Government Code, the Applicant certifies that the individual or business entity named in this Application is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate."
34. Sections 2155.006 and 2261.053, Government Code, prohibits the OAG from accepting a bid or awarding a contract to any person who, in the past five (5) years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Government Code, occurring after September 24, 2005. Applicant certifies:
"Under §§2155.006 and 2261.053, Government Code, the Applicant certifies that the individual or business entity named in this Application is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate."
35. The Applicant represents and warrants that payment to the Applicant and the Applicant's receipt of appropriated or other funds under any contract resulting from this solicitation are not prohibited by §556.005 or §556.008, Government Code, relating to the prohibition of using state funds for lobbying activities.
36. As required by §2252.903, Government Code, the Applicant agrees that any payments due under the contract resulting from this solicitation shall be applied towards any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
37. The Applicant 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 the submitted Application.

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GRANT FORM A**APPLICANT'S EXECUTION OF APPLICATION AND ASSURANCES
(WITH CERTIFICATION)**

38. The Applicant has no unresolved audit exceptions with the OAG. An unresolved audit exception is an exception for which the Applicant has exhausted all administrative and/or judicial remedies and refuses to comply with any resulting demand for payment.
39. The Applicant certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Applicant is in compliance with the State of Texas statutes and rules relating to procurement and that Applicant is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at System for Award Management (SAM) at <https://www.sam.gov>.
40. The Applicant represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to the OAG under the solicitation and any resulting contract, if any, and that Applicant's provision of the requested items under the solicitation and any resulting contract, if any, would not reasonably create an appearance of impropriety.
41. Pursuant to §2270.001 and §2270.002, Government Code, the Applicant certifies that they 1) do not boycott Israel and 2) will not boycott Israel during the term of the contract.
42. The Applicant represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
43. Under Section 2155.0061 of the Texas Government Code, the Applicant certifies that the individual or business entity named in this Application or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Corporations submitting Applications to the OAG shall provide the following information:

Federal Employer ID#: n/a Corporate Charter #: _____
 Entity Name: _____ Telephone Number: _____
 Street Address: _____ FAX Number: _____
 City/State/Zip: _____ E-mail Address: _____

Applications must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the Application. Applicants must complete the following:

_____ Name	_____ Social Security Number
_____ Name	_____ Social Security Number
_____ Name	_____ Social Security Number
_____ Name	_____ Social Security Number

Failure of an organization to provide the above information shall result in the disqualification of the Application.

Social Security Numbers are CONFIDENTIAL and excepted from disclosure under the Texas Public Information Act

GRANT FORM A**APPLICANT'S EXECUTION OF APPLICATION AND ASSURANCES
(WITH CERTIFICATION)****APPLICANT'S ACKNOWLEDGMENT AND CERTIFICATION**

Applicant hereby certifies that it has received, reviewed, and accepted the solicitation and the included statement of work, terms, requirements, and conditions. The Applicant hereby acknowledges that it can meet all of the requirements as stated in the solicitation excluding any requirements it took exception to, as explicitly set forth in its Application.

The Applicant also certifies that the information included in its Application and on this form is, to the best of its knowledge, complete and accurate and that it shall update all such information at any time that such information changes. The Applicant certifies that the person signing this form is authorized to sign on its behalf and, as proof, submits the Corporate Board of Director's Resolution, or similar document authorizing the representative to enter into contracts on the Applicant's behalf.

Lina Hidalgo

Signature of Authorized Representative

Lina Hidalgo

Printed Name of Authorized Representative

Harris County Judge

Title of Authorized Representative

713-274-7020

Phone Number

1001 Preston, Houston, TX 77002

Address (City, State, Zip)

David W. Simpson
Signature of Applicant

DAVID W. SIMPSON
Printed Name of Applicant

Executive Director
Title of Applicant

713-437-4744
Fax Number

david-simpson@hctx.net
Email address, Website(s)/Social Media

Social Security Numbers are CONFIDENTIAL and excepted from disclosure under the Texas Public Information Act

FORM F
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid by, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" 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.

David W. Simpson
(Applicant Signature)
DAVID W. SIMPSON
(Applicant Printed Name)
EXECUTIVE DIRECTOR
(Applicant Title)
8/6/20
(Date)
HARRIS COUNTY DOMESTIC RELATIONS
(Organization)

Access & Visitation Program - Financial Status Report															
Contract No. 21-CXXXX					Grantee: [Recipient]					Federal Fiscal Year: XXX					
EXPENDITURES	1st QUARTER					2nd QUARTER					OPERATING BUDGET				
CATEGORY	OCT	NOV	DEC	TOTAL	%	JAN	FEB	MAR	TOTAL	%	CATEGORY	AMOUNT	YTD TOTAL	%	BALANCE
Salary				0.00	0.0%				0.00	0.0%	Salary		\$0.00	0%	\$0.00
Fringe				0.00	0.0%				0.00	0.0%	Fringe		\$0.00	0%	\$0.00
Travel				0.00	0.0%				0.00	0.0%	Travel		\$0.00	0%	\$0.00
Supplies				0.00	0.0%				0.00	0.0%	Supplies		\$0.00	0%	\$0.00
Contractual				0.00	0.0%				0.00	0.0%	Contractual		\$0.00	0%	\$0.00
Other				0.00	0.0%				0.00	0.0%	Other		\$0.00	0%	\$0.00
Indirect				0.00	0.0%				0.00	0.0%	Indirect		\$0.00	0%	\$0.00
Total	0.00	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.00	0.0%	Total	\$0.00	\$0.00	0%	\$0.00
Contractor Match				0.00	0.0%				0.00	0.0%					

EXPENDITURES	3rd QUARTER					4th QUARTER					<table border="1"> <thead> <tr> <th colspan="3">MINIMUM CONTRACTOR MATCH</th> </tr> <tr> <td>10%</td> <td colspan="2">\$0.00</td> </tr> </thead> <tbody> <tr> <th colspan="3">ACTUAL MATCH</th> </tr> <tr> <td>1st Quarter</td> <td>\$0.00</td> <td>0%</td> </tr> <tr> <td>2nd Quarter</td> <td>\$0.00</td> <td>0%</td> </tr> <tr> <td>3rd Quarter</td> <td>\$0.00</td> <td>0%</td> </tr> <tr> <td>4th Quarter</td> <td>\$0.00</td> <td>0%</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>0%</td> </tr> </tbody> </table>			MINIMUM CONTRACTOR MATCH			10%	\$0.00		ACTUAL MATCH			1st Quarter	\$0.00	0%	2nd Quarter	\$0.00	0%	3rd Quarter	\$0.00	0%	4th Quarter	\$0.00	0%	Total	\$0.00	0%
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Total	\$0.00	0%																																			
CATEGORY	APR	MAY	JUN	TOTAL	%	JUL	AUG	SEP	TOTAL	%																											
Salary				0.00	0.0%				0.00	0.0%																											
Fringe				0.00	0.0%				0.00	0.0%																											
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Total	0.00	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.00	0.0%																											
Contractor Match				0.00	0.0%				0.00	0.0%																											

Harris County Access and Visitation Detail Program Budget FFY21

Contractor	Harris County
Program Name	Possession/Access Enforcement
Contract #	21-C0008
FY21 Grant Award	\$ 93,580.30
County	Harris County
City	Houston
Contract Period	FFY 2021

Budget Summary

Budget Type	FY21 Fed AV Award	County Match Match	Total Project Budget
Salary	\$ 70,000.00	\$ 7,000.00	\$ 77,000.00
			\$ -
			\$ -
			\$ -
Salary Total	\$ 70,000.00	\$ 7,000.00	\$ 77,000.00
Fringe	\$ 22,780.30	\$ 2,278.03	\$ 25,058.33
			\$ -
			\$ -
			\$ -
Fringe Total	\$ 22,780.30	\$ 2,278.03	\$ 25,058.33
Travel and Training	\$ 800.00		\$ 800.00
			\$ -
			\$ -
			\$ -
Travel and Training Total	\$ 800.00	\$ -	\$ 800.00
Supplies			\$ -
			\$ -
			\$ -
			\$ -
Supplies Total	\$ -	\$ -	\$ -
Contractual Services			\$ -
			\$ -
			\$ -
			\$ -
Contractual Services Total	\$ -	\$ -	\$ -
Other Cost			\$ -
			\$ -
			\$ -
			\$ -
Other Total	\$ -	\$ -	\$ -
Indirect Costs			\$ -
			\$ -
			\$ -
			\$ -
Indirect Costs Total	\$ -	\$ -	\$ -
Total Costs	\$ 93,580.30	\$ -	\$ 102,858.33

**Office of the Attorney General
Child Support Division**

Performance Indicator Report SFY 21
Access and Visitation Program

[illegible]

Preparer's Comments:

Preparer's Comments:

• **Wiederholung**

OCI: Values for "Total Female", "Total Customers", "Total Race/Ethnicity", and "Total Income" read the same

QC: Values for "Total Biological Parents" and "Total Marital Status" must be equal

QIC: "Total Services" must be greater than or equal to "Total Customers"