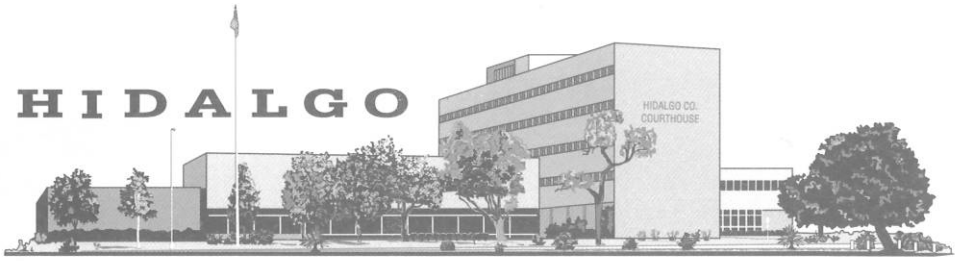
COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

September 22, 2017

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable David Fuentes, Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioner's court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Office of the Governor-Criminal Justice Division. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$579,302.78	Grant No. 2924301 Hidalgo County DA's Office-Victim Assistance Program

CERTIFIED BY:

Raymundo Eufracio, CPA

9-25-17
Date

HIDALGO COUNTY DISTRICT JUDGES

LOIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 2[illegible] D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

AI-61668 **District Attorney** 6. A.

CC - REGULAR

Meeting Date: 09/26/2017

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA-Victim Assistance Program Grant (VAP)(1281):
1. Approval to accept the Victim Assistance Program Grant, from the Office of the Governor, in the amount of $579,302.78, effective 10/01/2017 through 06/30/2019.
2. Approval of Certification of Revenues, as certified by the County Auditor.
3. Approval to appropriate the FY 2016 Victim Assistance Program Grant funds.
4. Approval of the following personnel actions:

Action	Dept.	Slot#	Position Title	Current Budgeted Salary	Proposed Salary/ Allowance
No Action	080-002	0111	Director, Victims Unit Program	$51,500.00	$51,500.00
Create	080-017	0005		$0.00	$12,875.00
Create	080-017	0006	Advocate I	$0.00	$35,010.00

BACKGROUND

Funding is provided by the Office of the Governor Criminal Justice Division through Funding Source VA-Victims of Crime Act Formula Grant Program. Cash Match or In-kind Match is Required.

Approval to apply was approved by Commissioners Court on February 6, 2017, through agenda item #AI-58329.

$144,825.69 In-Kind Match portion provided by the Lower Rio Grande Valley Development Council (LRGVDC).

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1281-412-00-080-017-6-XXX

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** Y

BUDGETARY IMPACT:

Victim Assistance Program Grant Award = $579,302.78
Required In-Kind Match = $144,825.69 (20% of total)
County Fiscal Year: 2017
Grant Fiscal Year: 2016

Project Period: October 1, 2017 - June 30, 2019

Attachments

Congratulatory Letter
Statement of Grant Award
Grantee Conditions and Responsibilities
Appropriations
PAR
Fiscal Note
Budget Details

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/18/2017 03:58 PM
Final Approval		
Form Started By: Ramiro Sendejo		Started On: 09/14/2017 01:16 PM

Minerva Diaz

From: Ramiro Sendejo [ramiro.sendejo@da.co.hidalgo.tx.us]
Sent: Monday, September 18, 2017 9:50 AM
To: Minerva Diaz; Deborah Fischer; Rosalinda Cantu
Subject: Certification of Revenues Request - VAP FY2016
Attachments: SOGA_CongratulatoryLetter.pdf; Statement of Grant Award (SOGA).pdf

Good Morning Minerva,

Please process a Certification of Revenue in the amount total amount of $579,302.78 for the Hidalgo County DA's Office-Victim Assistance Program effective 10/01/2017 thru 06/30/2019. Attached is the Award Letter and Statement of Grant Award.

Agenda Item #AI-61668 will be presented to Commissioners Court requesting acceptance of these funds on September 26, 2017.

If you have any questions please let me know.

Thank You,

--

Ramiro Sendejo
Accountant III
Administration Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 E. Cano, Courthouse Annex III, 2nd Floor
Edinburg, TX 78539
(956) 292-7604 ext. 8082
(956) 318-2078 FAX
ramiro.sendejo@da.co.hidalgo.tx.us

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Camille Cain
Executive Director
Criminal Justice Division

Agency Name: Hidalgo County
Project Title: Hidalgo County DA's Office-Victim Assistance Program
Current Grant Manager: Lester Brown

Grant/App: 2924302
Status: Pending AO Acceptance of Award
Current Program Manager: Scott Kelly

Start Date: 10/1/2017
End Date: 6/30/2019
Liquidation Date:
CFDA: 16.575

Fund Source: VA-Victims of Crime Act Formula Grant Program
OOG Solicitation: VA16 Victims of Crime Act - General Victim Services PY18 Announcement

General Information and Instructions

Grant Award Documents

Congratulatory Letter and Instructions

Grantee Responsibilities Memo

Print Statement of Grant Award

*** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW ***

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2924302	**Award Amount:**	$579,302.78
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2017 - 06/30/2019	**Grantee In Kind Match:**	$144,825.69
Liquidation Date:	09/28/2019	**Total Project Cost:**	$724,128.47
Program Fund:	VA-Victims of Crime Act Formula Grant Program		
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County DA's Office-Victim Assistance Program		
Grant Manager:	Lester Brown		
DUNS Number:	103110834		

CFDA:	16.575 - Victims of Crime Act Formula Grant Program
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime
Federal Award Date:	9/8/2016
Federal/State Award ID Number:	2016-VA-GX-0033
Total Federal Award/State Funds Appropriated:	$185,614,610.00
Pass Thru Entity Name:	Texas Office of the Governor - Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the State to local community-based organizations that provide direct services to crime victims

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Other Condition of Funding. The grant end date has been changed to 6/30/2019. Once the award is accepted and activated, the recipient must initiate a grant adjustment to change the end date to 9/30/2019 (which will result in a 30 day liquidation period).	8/31/2017		☐	☐



Office of the Governor

Criminal Justice Division & Homeland Security Grants Division

Grantee Conditions and Responsibilities

September 1, 2016

About this Document

In this document, grantees will find requirements that apply to grants, state and federal requirements for grantees, and conditions for uses of grant funds administered by the Office of the Governor (OOG). It is incorporated into the Grant Agreement accepted by a grant's Authorized Official.

These requirements are in addition to those that can be found on the eGrants system – including the Grant Application and Grant Award – or in documents identified there, to which grantees agreed when applying for and accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice (DOJ), the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the grantee.

It is important for grantees to review all of these policies to successfully manage their grant, maintain eligibility for funding, and avoid violating the terms of the Grant Agreement, any of which could result in the revocation of funding or other actions.

This document is organized by topic area, with sub-sections that designate which provisions apply generally to all OOG grantees, and those that apply only to grants awarded by divisions of OOG, namely the Homeland Security Grants Division (HSGD) and the Criminal Justice Division (CJD). Within those sub-sections are provisions that apply only to certain grant programs, activities, or grantees.

For clarification or further information, please see the Guide to Grants and other support materials at http://eGrants.Gov.Texas.Gov or contact the grant manager assigned to the relevant grant. If no grant manager has been assigned, please contact the eGrants help desk at via email at: eGrants@gov.texas.gov, or via telephone at: (512) 463-1919 or dial 7-1-1 for relay services.

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1. Grant Agreement Requirements and Conditions

For all applicable OOG grantees

1.1 Applicability of Grant Agreement and provisions

The Grant Agreement is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

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

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, maximum liability of OOG, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, disclaimers and limitation of liability, indemnification, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 Legal authority to apply

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action will be, before the award is accepted by the grantee, been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.

1.3 Amendments and changes to the Grant Agreement

OOG and grantee may agree to make adjustments to the grant budget and detailed budget as documented in eGrants. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category or changing grant officials. OOG, at its sole discretion, and upon written notice by OOG to the grantee of any proposed adjustment, and after the grantee has had an opportunity to respond to the proposed adjustment, may adjust the grantee's Budget, Grant Narrative, Special Conditions, and/or any other items as deemed appropriate by OOG, at any time, during the term of this Grant Agreement.

***

The grantee has no right or entitlement to reimbursement with grant funds. OOG and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of OOG is void unless a written amendment to this Grant Agreement is first executed and documented in eGrants. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of OOG in excess of the "Maximum Liability of the OOG" as set forth in the Statement of Grant Award (SOGA).

***

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in eGrants to be binding upon the Parties.

1.4 General responsibility

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with OOG administrative rules, policies and procedures, and applicable federal and state laws and regulations.

***

Grant funds may be used only for the purposes in the grantee's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from OOG.

***

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met. The Texas Uniform Grant Management Standards has more guidance on this topic.

1.5 Terms and conditions

The grantee will comply with the terms and conditions as set forth and required in the funding announcement under which the approved application was submitted, the application, and award in eGrants. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, the grantee remains responsible for complying with these terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with the grant agreement. The failure of OOG to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of OOG's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this grant agreement shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this grant agreement.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

1.6 Special conditions

Special Conditions may be imposed by OOG, at its sole discretion and at any time, without amending this Grant Agreement. Failure by OOG to provide notice does not absolve grantee of compliance with any special conditions. OOG may place grantee on immediate financial hold, without further notice, until all Special Conditions, if any, are met.

1.7 Remedies for non-compliance

If OOG determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, OOG, in its sole discretion and consistent with any applicable OOG Administrative Rules, may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by OOG;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by OOG until repayment to OOG is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of OOG;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless OOG expressly authorizes them in the notice of suspension or termination or subsequently.

OOG, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.8 False statements by grantee

By signature of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then OOG may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to OOG under this grant agreement and applicable law. False statements or claims made in connection with OOG grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.9 Fraud, waste, and abuse

The grantee understands that OOG does not tolerate any type of fraud, waste, or misuse of funds received from OOG. OOG's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from OOG that is made against the grantee, the grantee is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The grantee must also promptly refer to OOG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OOG in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to OOG. If a federal or state court or administrative agency renders a judgement or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgement or order to OOG.

The grantee is expected to report any possible fraudulent or dishonest acts, waste, or abuse to OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

These provisions apply to all grantees and subgrantees or subcontractors.

1.10 Dispute resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

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Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OOG, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

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The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements.

Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or

the United States District Court, Western District of Texas - Austin Division. Venue for any OOG-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by OOG in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.11 Funds limited by agreement and subject to availability

The grantee agrees that nothing in this grant will be interpreted to create an obligation or liability of OOG in excess of the funds delineated in this grant. The grantee agrees that funding for this grant is subject to the actual receipt by OOG of grant funds (state and/or federal) appropriated to OOG for the grant program. The grantee agrees that the grant funds, if any, received from OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of OOG for the purpose of this grant. The grantee agrees that notwithstanding any other provision of this grant, if OOG is not appropriated the funds or if OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, OOG is not liable to pay the grantee the maximum liability mount specified in the SOGA or any other remaining balance of unpaid funds. If OOG or the program fund becomes subject to legislative change, revocation of statutory authority, lack of appropriated funds, or unavailability of funds which would render performance under this grant agreement impossible, this grant agreement may be immediately terminated without recourse, liability, or penalty against OOG upon written notice to grantee.

1.12 Termination of the agreement

OOG may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against OOG, upon thirty (30) calendar days' written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, OOG may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

OOG and grantee may mutually agree to terminate this Grant Agreement. OOG in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement. Following termination by OOG, grantee shall continue to be obligated to OOG for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, OOG's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by OOG in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.13 Communication with grantee

Notice may be given to the grantee via eGrants, email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in eGrants.

1.14 Limitation of liability

The grantee agrees to indemnify and hold harmless OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands or suits whatsoever, including any litigation costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or workers' compensation in grantee's performance under this grant agreement. The grantee shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by grantee with OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

The grantee further agrees to indemnify and hold harmless OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands, or suits, whatsoever, including any litigation costs, attorneys' fees, and expenses, that arise from any acts or omissions of grantee or any of its officers, employees, agents, contractors, and assignees, relating to this grant agreement regardless of whether the act or omission is related to this grant agreement. The defense shall be coordinated by grantee OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

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The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by OOG, its officers, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that OOG or the State of Texas may have by operation of law.

1.15 Liability for taxes

The grantee agrees and acknowledges that grantee shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. OOG and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of OOG.

1.16 Force majeure

Neither the grantee nor OOG shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof

of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.17 Debt to State

The grantee agrees, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

1.18 Grantee an independent contractor

The grantee expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of grantee be considered an employee, agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. All persons furnished, used, retained, or hired by or on behalf of the grantee or any of the grantee's contractors shall be considered to be solely the employees or agents of the grantee or the grantee's contractors. The grantee or grantee's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. The grantee agrees to take such steps as may be necessary to ensure that each contractor of the grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is responsible for all types of claims whatsoever due to actions or performance under this Grant Agreement, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

1.19 No assignment of rights or obligations

The grantee may not assign this Grant Agreement or any of its rights or obligations under this Grant Agreement to any third party or entity. Any attempted assignment without OOG's prior written consent is void and may result in the termination of this Grant Agreement.

1.20 Funds are for sole benefit of grantee

It is expressly agreed that any solicitation for or receipt of funds of any type by the grantee is for the sole benefit of the grantee and is not a solicitation for or receipt of funds on behalf of OOG or the Governor of the State of Texas.

1.21 Project period

The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. OOG will not be obligated to reimburse expenses incurred after the performance period.

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The grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

- **Commencement within 60 days.** If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is

later, the grantee must report by letter to OOG the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

- **Commencement within 90 days.** If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to OOG explaining the implementation delay. Upon receipt of the 90-day letter, OOG may cancel the project and redistribute the funds to other project areas. OOG may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

1.22 Close out

OOG will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with OOG.

The grantee must promptly refund any balances of unobligated cash that OOG paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

For all applicable CJD grantees

1.23 Federal program laws, rules, and guidelines

The grantee must comply with applicable provisions of federal and state law and regulations, terms and conditions applicable to the federal awards providing funding for the grant award, and any applicable program guidelines, which may include:

1. Office of Juvenile Justice and Delinquency Prevention (OJJDP) Formula Grants Program requirements as outlined in the Juvenile Justice and Delinquency Prevention Act of 2002, the applicable guidelines, the OJJDP Certified Assurances, and the most recent OJJDP Formula Grants Consolidated Regulation (28 CFR Part 31), to the extent that those regulations are not in conflict with the grant agreement;
2. The Omnibus Crime Control and Safe Streets Act of 1968 (as amended - 42 U.S.C 3711 et seq.);
3. Victims of Crime Act (VOCA) program guidelines, including VOCA Final Program Guidelines FY 1997 Victim Assistance Program or those finalized in 2015 and included in 28 CFR 94, depending on applicability and the federal award under which the grant was made;
4. Violence Against Women Act (VAWA) relevant statutory and regulatory requirements, including the Violence Against Women Act of 1994 (P.L., 103-322), the Violence Against Women Act of 2000 (P.L. 106-336), the Violence Against Women and Department of Justice Reauthorization Act of 2005 (P.L. 109-162), the Violence Against Women Reauthorization Act of 2013 (P.L. 113-4), the Office on Violence Against Women's (OVW) implementing regulations at 28 CFR Part 90, OVW's general terms and conditions available at http://www.justice.gov/ovw/grantees (these do not supersede any specific conditions in the grant agreement), and the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide;
5. The provisions of the current edition of the Department of Justice Grants Financial Guide; and
6. All other applicable Federal laws, orders, circulars, or regulations.

1.24 Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (the "Part 200 Uniform Requirements") apply to any grants funded through Department of Justice awards made after their adoption by DOJ on December 26, 2014. They supersede, among other things, the provisions of 28 CFR Parts 66 and 70, as well as those of 2 CFR Parts 215, 220, 225, and 230. If any grant is funded through an earlier Department of Justice award supplemented by an award made after December 26, 2014, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of the supplemental award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 CFR 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

For all applicable HSGD grantees

1.25 Allocation and use of funds

All allocations and use of funds under this Grant shall be in accordance with the applicable federal Notice of Funding Opportunity (NOFO) for the Federal Grant Title specified on this Grant.

1.26 Mutual aid agreement

During the performance period of this Grant the grantee must participate in a legally-adopted county and/or regional mutual aid agreement.

2. Organizational Eligibility

For all applicable OOG grantees

2.1 Good standing eligibility for grantees

1. The grantee is in good standing under the laws of the State in which it was formed or organized, and has provided OOG with any requested or required documentation to support this certification.
2. The grantee agrees to remain in good standing any state or federal governmental bodies related to the grantee's right to conduct its business in Texas, including but not limited to the Texas Secretary of State and the Texas Comptroller of Public Accounts, as applicable.
3. The grantee owes no delinquent taxes to any taxing unit of this State as of the effective date of this Grant Agreement.
4. The grantee is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

5. The grantee has or will obtain all licenses, certifications, permits, and authorizations necessary to perform its obligations under this Grant Agreement, without costs to OOG.
6. The grantee is currently is in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of grantee's business or operations.
7. The grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
8. The grantee shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Grant Agreement.
9. The grantee does not have any existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.
10. If the grantee is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

2.2 System for Award Management (SAM)-related requirements

1. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
2. Applicable to this Grant Agreement is the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001, and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), https://www.sam.gov, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
3. The grantee will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
4. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

2.3 Deceptive Trade Practices violations

The grantee represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that the grantee has not been found to be liable for such practices in such proceedings. The grantee certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings. The grantee shall notify OOG in writing within five (5) calendar days if grantee or any of its officers are subject to allegations of Deceptive Trade Practices or are the subject of alleged violations of any unfair business practices in an administrative hearing or court suit, and that the grantee or officers have been found to be liable for such practices in such proceedings.

2.4 ACORN

The grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OOG.

2.5 Hurricane contract violations

Texas law prohibits OOG from awarding a contract to any person who, in the past five 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 of the Texas Government Code, occurring after September 24, 2005. Under section 2155.006 of the Texas Government Code, the grantee is not ineligible from entering into this Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.6 Terminated contracts

The grantee 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. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

For all applicable CJD grantees

2.7 Special eligibility requirements for grantees of VOCA funds

For grantees receiving Victims of Crime Act (VOCA) funds: The grantee assures that it and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 USC 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the recipient certifies:

1. That it is an eligible victim assistance organization, 42 USC 10603(a)(2); and
2. That funds under this award will not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 42 USC 10603(a)(2).

3. Audit and Records Requirements

For all applicable OOG grantees

3.1 Grantee subject to audits

The grantee understands and agrees that grantee is subject to relevant audit requirements present in state or federal law or regulation or by the terms of this award. For federally funded grants, audit requirements can be found in 2 CFR Part 200 or OMB Circular A-133. For state funded awards, audit requirements can be found in the Uniform Grant Management Standards.

3.2 Single Audit requirements

The grantees expending more than a certain level of federal funds in a fiscal year are subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. For grantees receiving a grant from a federal award whose effective date falls within a grantee's fiscal year that begins on or after December 26, 2014, that level is $750,000. For grantees receiving a grant from a federal award whose effective date falls within a grantee's fiscal year that begins before December 26, 2014, that level is $500,000.

The grantees expending more than $750,000 in state funds in a fiscal year are subject to the requirements in the Texas Single Audit Circular, at http://comptroller.texas.gov/procurement/catrad/ugms.pdf.

The audit must be completed and the data collection and reporting package described in described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

The grantees who are not required to have an audit for the grantee's fiscal year in which the state or federal awards were made or expended, shall so certify in writing to OOG. The grantee's chief executive officer or chief financial officer shall make the certification within 60 days of the end of the grantee's fiscal year.

3.3 Cooperation with monitoring, audits, and records requirements

In addition to and without limitation on the other audit provisions of this Grant Agreement, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office or successor agency, may conduct an audit or investigation of the grantee or any other entity or person receiving funds from the State directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement. The acceptance of funds by the grantee or any other entity or person directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the grantee or another entity that is the subject of an audit or investigation by the State Auditor's Office shall provide the State Auditor's Office with prompt access to any information the State Auditor's Office considers relevant to the investigation or audit. The grantee further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the grantee and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the grantee related to this Grant Agreement. This Grant Agreement may be amended

unilaterally by OOG to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement Section 2262.154 of the Texas Government Code.

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1. The grantee agrees to comply with the grant monitoring guidelines, protocols, and procedures established by OOG and any federal funding agency, and to cooperate with OOG and any relevant federal agency generally, including on any compliance review or complaint investigation conducted by the Federal sponsoring agency or OOG and on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.
2. The grantee shall maintain adequate records that enable OOG and any relevant federal agency to complete monitoring tasks, including to verify all reporting measures, requests for reimbursements, and expenditure of match funds related to this Grant Agreement. The grantee shall maintain such records as are deemed necessary by OOG, the State Auditor's Office, other auditors of the State of Texas, the federal government or such other persons or entities designated or authorized by OOG to ensure proper accounting for all costs and performances related to this Grant Agreement.
3. OOG may request documented proof of payment. Acceptable proof of payment includes, but is not necessarily limited to, a receipt or other documentation of a paid invoice, a general ledger detailing the specific revenue and expenditures, a monthly bank statement evidencing payment of the specific expenditure, bank reconciliation detail, copies of processed checks, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure to which the reimbursement relates.
4. The grantee authorizes OOG, the State Auditor's Office, the Comptroller General, and any relevant federal agency, and their representatives, the right to audit, examine, and copy all paper and electronic records, books, documents, accounting procedures, practices, and any other requested records, in any form; relevant to the grant, the operation and management of the grantee, and compliance with this grant agreement and applicable state or federal laws and regulations; and will make them readily available upon request. The grantee will similarly permit access to facilities, personnel, and other individuals and information as may be necessary.
5. If requested, the grantee shall submit to OOG a copy of its most recent independent financial audit. If requested, the grantee shall submit to OOG any audited financial statements, related management letters and management responses of grantee, and financial audit documents or portions thereof that are directly related to the grantee's performance of its obligations under this Grant Agreement.
6. OOG may make unannounced monitoring visits at any time but will, whenever practical as determined at the sole discretion of OOG, provide the grantee with up to five (5) business days advance notice of any such examination or audit. Any audit of records shall be conducted at the grantee's principal place of business and/or the location(s) of the grantee's operations during the grantee's normal business hours. The grantee shall provide to OOG or its designees, on the grantee's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone services and Internet connectivity, utilities, and office-related equipment and duplicating services as OOG or its designees may reasonably require to perform the audits described in this Grant Agreement.
7. In addition to the information contained in the required reports, other information may be required as requested by OOG, including OOG asking for more information regarding project performance or funds expenditures. In the event OOG requires additional information regarding the information or

data submitted, the grantee will promptly provide the additional information. The grantee also agrees to assist OOG in responding to questions and assisting in providing information responsive to any audit, legislative request, or other inquiry regarding the grant award. Upon the request of OOG, the grantee must submit to OOG any additional documentation or explanation OOG may desire to support or document the requested payment or report submitted under this Grant Agreement.

8. If after a written request by OOG or a relevant federal agency, the grantee fails to provide required reports, information, documentation, or other information within reasonable deadlines set by OOG or the relevant federal agency, as required by this Grant Agreement, or fails to fulfil any requirement in this section, then OOG may consider this act a possible default under this Grant Agreement, and the grantee may be subject to sanctions including but not limited to, withholdings and/or other restrictions on the recipient's access to grant funds; referral to relevant agencies for audit review; designation of the recipient as a high-risk grantee; or termination of awards.
9. The grantee agrees to hold any subcontractors or subgrantees to the provisions of this section and to require and maintain the documentation necessary to complete monitoring tasks performed by any subcontractor or subgrantee. The grantee shall ensure that this section concerning the authority to audit funds received indirectly by subcontractors through grantee and the requirement to cooperate is included in any subcontract it awards related to this grant. The grantee will direct any other entity, person, or contractor receiving funds directly under this Grant Agreement or through a subcontract under this Grant Agreement to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor that pertain to this Grant Agreement.

3.4 Requirement to address audit findings

If any audit, financial or programmatic monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to OOG a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of OOG.

OOG, at its sole discretion, may impose remedies as part of a corrective action plan, including, but not limited to: increasing monitoring visits; requiring that additional or more detailed financial and/or programmatic reports be submitted; requiring prior approval for expenditures; requiring additional technical or management assistance and/or making modifications in business practices; reducing the grant award amount; and/or terminating this Grant Agreement. The foregoing are not exclusive remedies, and OOG may impose other requirements that OOG determines will be in the best interest of the State.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by OOG (and/or, in the case of federally funded grant, a relevant federal agency) through the corrective action plan or any other corrective plan Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by OOG within the time period specified by OOG and to the satisfaction of OOG, at the sole cost of the grantee. The grantee shall provide to OOG periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

3.5 Records retention

The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from OOG under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement. The grantee's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify performance and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of payment information.

The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333, UGMS, and state law.

1. The grantee must retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
2. Records related to real property and equipment acquired with grant funds shall be retained for three (3) years after final disposition.
3. For all training and exercises paid for by this Grant, grantee must complete, deliver to the appropriate source, and then retain copies of all after-action reports and certificates of training completion for the time period specified in this Section.
4. OOG or Federal Funding Agency may direct a grantee to retain documents for longer periods of time or to transfer certain records OOG or federal custody when OOG or Federal Funding Agency determines that the records possess long term retention value.
5. The grantee must give the Federal Funding Agency, the Comptroller General of the United States, the Texas State Auditor's Office, OOG, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by grantee pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.
6. The grantee must include the substance of this Section in all subcontracts.

4. Civil Rights

For all applicable OOG grantees

4.1 Compliance with Civil Rights requirements

A. The grantee will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

B. The grantee will comply, and all its contractors and subgrantees will comply, with all federal statutes and rules relating to nondiscrimination. These include but are not limited to:

    1. 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;
    2. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
    3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990 (42 USC § 12131-34);

4. The Age Discrimination Act of 1974, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age;
5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
7. Sections §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
8. Title VIII of the Civil Rights Act of 1968 (42 USC § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
9. For grantees receiving Department of Homeland Security (DHS) funds, Titles I, II and III of the Americans with Disabilities Act;
10. 128 CFR 38 (Equal Treatment for Faith-Based Organizations) relating to the nondiscrimination of provision of services on the basis of religion - see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations);
11. Any other nondiscrimination provisions in the specific statute(s) or the state or federal solicitation or funding announcement under which application for grant funds is being made; and
12. The requirements of any other nondiscrimination statute(s) which may apply to the application.

C. **Depending on the funding source,** a recipient must also comply with the nondiscrimination provisions within the applicable program statutes, which may include but is not limited to the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)), the Victims of Crime Act (42 USC § 10604(e)), or the Juvenile Justice and Delinquency Prevention Act (42 USC § 5672(b)).

D. **For grantees receiving funds originating with the Department of Justice,** for technical assistance on complying with the civil rights laws linked to the receipt of federal financial assistance from OJP, please contact the Office of Justice Programs Office for Civil Rights 810 7th Street NW Washington, DC 20531 202-307-0690 Fax: 202-616-9865 TTY: 202-307-2027.

E. Collectively, these federal laws prohibit a grantee from discriminating either in employment (subject to the exemption for certain faith-based organizations discussed below; see "Explanatory note on the treatment of Faith-Based Organizations for CJD grantees of federal funds") or in the delivery of services or benefits on the basis of race, color, national origin, sex, religion, or disability.

F. In the event any federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), sex, age, disability, or familial status against the grantee, or the grantee settles a case or matter alleging such discrimination, the grantee must forward a copy of the complaint and findings to OOG and, as applicable, the Office of Justice Programs Office for Civil Rights (OCR), or the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

4.2 Limited English Proficiency

The grantee will comply with Title IV of the Civil Rights Act of 1964, which prohibits grantees from discriminating on the basis of national origin in the delivery of services or benefits, entails taking

reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In order to facilitate compliance with Title VI, grantees are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets.

The grantees of DOJ funds (via CJD grants) should be aware that similar requirements are found in the Omnibus Crime Control and Safe Streets Act of 1968 and may apply to them. More information can be found in the DOJ guidance document available on http:///www.LEP.gov.

The grantees of DHS funds (via HSGD grants) should see the April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a grantee can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

For all applicable CJD grantees

4.3 Explanatory note on the treatment of Faith-Based Organizations for CJD grantees of federal funds:
In 2002, President George W. Bush issued Executive Order 13279 and in 2004, DOJ issued the regulation, Equal Treatment for Faith-Based Organizations, 28 CFR Part 38. In general, the Executive Order and regulation require funding organizations to treat faith-based organizations (FBOs) the same as any other applicant or recipient of DOJ funding, neither favoring nor discriminating against FBOs in making and administering grant awards, and require that FBOs be allowed to retain their independence, autonomy, expression, and religious character when competing for DOJ financial assistance used to support social service programs and participating in the social service programs supported with DOJ financial assistance.

The Executive Order and regulation also prohibit recipient FBOs from using Justice Department funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Funded FBOs may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, funded FBOs must not compel program beneficiaries to participate in inherently religious activities. Funded faith-based organizations must also not discriminate on the basis of religion in the delivery of services or benefits.

Some program statutes, including the Omnibus Crime Control and Safe Streets Act of 1968, the Victims of Crime Act, and the Juvenile Justice and Delinquency Prevention Act, contain express nondiscrimination provisions that prohibit all recipients of funding under these statutes from discriminating on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit FBOs applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

If the statute that authorizes a DOJ funding program generally forbids consideration of religion in employment decisions by grantees, an FBO may receive DOJ funds and continue to consider religion when hiring staff if it meets the following criteria:

1. The FBO demonstrates that its program for which it seeks federal funding is an exercise of religion;
2. The FBO demonstrates that requiring it to either forgo its religious preference in hiring or forgo the federal funding would substantially burden its exercise of religion; and
3. The funding entity is unable to demonstrate that applying the nondiscrimination provision to this FBO would both further a compelling government interest and be the least restrictive means of furthering this interest.

The OJP and state administering agencies will grant exemptions to the prohibition against hiring discrimination on the basis of religion in the program statutes on a case-by-case basis to FBOs that certify to the following, unless there is good reason to question its truthfulness:

1. The FBO will offer all federally-funded services to all qualified beneficiaries without regard for the religious or non-religious beliefs of those individuals; and
2. Any activities of the FBO that contain inherently religious content will be kept separate in time or location from any services supported by direct federal funding, and if provided under such conditions, will be offered only on a voluntary basis; and
3. The FBO is a religious organization that sincerely believes that providing the services in question is an expression of its religious beliefs; that employing individuals of particular religious belief is important to its religious exercise; and that having to abandon its religious hiring practice to receive federal funding would substantially burden its religious exercise.

FBOs that are seeking federal financial assistance under the Safe Streets Act, VOCA, and Juvenile Justice and Delinquency Prevention Act as well as an exemption to their prohibition against religious discrimination in hiring, must complete and retain an original, signed document for their records (see Certificate of Exemption for Hiring Practices on the Basis of Religion), certifying to the three provisions set forth above, and then, must submit a copy of the signed Certificate of Exemption to the DOJ through the Grants Management System, after receipt of an award. For more information, please consult the Office for Civil Rights.

4.4 Special Civil Rights provision for all CJD grantees of federal funds

OJP recipients may not discriminate on the basis of age in the delivery of services or benefits; award funds may also not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

4.5 Special Civil Rights provisions for grantees of VAWA and SASP funds

For grantees of funds from the federal Office on Violence Against Women (grant programs include: Sexual Assault Service Program - SASP and Violence Against Women Act - VAWA):

The Violence Against Women Reauthorization Act of 2013 added a new civil rights provision that applies to all OVW grants issued in FY 2014 or after. This provision prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identify, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The grantee acknowledges that it will comply with this provision.

4.6 Equal Employment Opportunity Plan

All recipients of Department of Justice grants must either 1) develop and file an Equal Employment Opportunity Plan (EEOP) with the Department of Justice; OR 2) file a certification of exemption from EEOP requirements, if eligible. The Department of Justice released a new EEOP Certification Form in late 2015. Every recipient of a federal grant must now complete an EEOP Certification Form, even those that are exempt from filing an EEOP.

If a grantee is required to submit an EEOP, that grantee must also file a Certification Form declaring that submission. The grantee must keep a copy of both the EEOP and the Certification Form on-file and available at any time upon request from CJD. If a grantee is claiming an exemption from filing an EEOP, that grantee must complete the federal Certification Form for that exemption in order to be eligible for federal funds. Grantees must keep a copy of the Certification Form on-file and available at any time upon request from CJD.

EEOP guidance and the Certification Form for both filers and those claiming an exemption is available at: http://ojp.gov/about/ocr/eeop.htm.

The grantee acknowledges that failure to submit an acceptable EEOP (if recipient is required to submit one), that is approved by the Office for Civil Rights, is a violation of the Grant Agreement and may result in suspension or termination of funding, until such time as the recipient is in compliance.

For all applicable HSGD grantees

4.7 Reporting accusations of discrimination

If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

4.8 Equal Opportunity Clause

The grantee will comply with the requirement that except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Personnel

For all applicable OOG grantees

5.1 Overtime

Overtime is allowable to the extent that it is included in OOG-approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-funded and non-grant funded personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a

single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

5.2 Notification of grant-contingent employees

Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by OOG.

5.3 Minimum wage and maximum hours

The grantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

For all applicable CJD grantees

5.4 Compensation maximums – recipients of federal funds

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of CJD and its federal funding agency.

For all applicable HSGD grantees

5.5 Personnel cost limits

Up to fifty percent (50%) of all federal Homeland Security Grant Program (HSGP) awards may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Subrecipients may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to HSGD at eGrants@gov.texas.gov. Requests for waivers shall be submitted on official grantee letterhead and be signed by the grantee's authorized official. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

6. Confidentiality, Privacy, Public Information, and Records

For all applicable OOG grantees

6.1 Non-disclosure agreements

Restrictions and certifications regarding non-disclosure agreements and related matters - No grantee or subgrantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates 10 classified information), Form 4414 (which relates to sensitive compartmented information), or

any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient:
    a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that federal agency.
2. If the recipient does or is authorized to make subawards or contracts under this award:
    a. It represents that:
        i. It has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
        ii. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
    b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OOG.

6.2 Personally identifiable information

If the grantee collects personally identifiable information, it will have a publically-available privacy policy that describes what information it collects, how it uses the information, whether it shares the information with third parties, and how individuals may have their information corrected where appropriate. The grantee shall establish a method to secure the confidentiality of any records related to the grant program that are required to be kept confidential by applicable federal or state law or rules. This provision shall not be construed as limiting OOG's access to such records and other information under any provision of this Grant Agreement.

6.3 Public Information

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, OOG, and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OOG, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to OOG or State of Texas. The grantee will cooperate with OOG in the production of documents or information responsive to a request for information. The grantee must ensure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.

Information provided by or on behalf of the grantee under, pursuant to, or in connection with this Grant Agreement that the grantee considers proprietary, financial, trade secret, or otherwise confidential information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State of Texas or any other entity in accordance with this Grant Agreement. Merely making a blanket claim that the all documents are protected from disclosure because they may contain some proprietary or confidential information may not render the whole of the information confidential. Any information which is not clearly identified as proprietary or confidential is subject to release in accordance with the Act. OOG agrees to notify the grantee in writing within a reasonable time from receipt of a request for information covering the grantee's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General.

The grantee agrees to maintain the confidentiality of information received from OOG or State of Texas during the performance of this Grant Agreement, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers.

The grantee must immediately notify and provide a copy to OOG of any Public Information Request or other third-party request for the disclosure of information it receives related to this Grant award.

For all applicable CJD grantees

6.4 Special confidentiality and privacy requirements for grantees of federal funds

DOJ regulations (28 CFR Part 22) require recipients of OJP funding to submit a Privacy Certificate as a condition of approval of any grant application or contract proposal that contains a research or statistical component under which "information identifiable to a private person" will be collected, analyzed, used, or disclosed. The funding recipient's Privacy Certificate includes a description of its policies and procedures to be followed to protect the confidentiality of identifiable data. (28 CFR Section 22.23)

DOJ's regulations provide, among other matters, that: "Research or statistical information identifiable to a private person may be used only for research or statistical purposes." (28 CFR Section 22.21) Moreover, any private person from whom information identifiable to a private person is collected or obtained (either orally or by means of written questionnaire or other document) must be advised that the information will only be used or disclosed for research or statistical purposes and that compliance with the request for information is voluntary and may be terminated at any time. (28 CFR Section 22.27)

For more information and to submit any Privacy Certificates, contact your CJD grant manager.

6.5 Special confidentiality and privacy requirements for grantees of SASP or VAWA funds

The grantee agrees to comply with the provisions of 42 USC 13925(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as

policies and procedures for release of victim information. The grantee also agrees to ensure that any subgrantees meet these requirements.

7. Conflicts of Interest

For all applicable OOG grantees

7.1 Conflict of interest safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement.

The grantee must disclose, in writing, within fifteen (15) calendar days of discovery, any existing, actual or potential conflicts of interest relative to its performance under this Grant Agreement.

The grantee is and shall remain in compliance during the term of this Grant Agreement with Texas Government Code, Section 669.003, Contracting with Executive Head of State Agency; and Section 572, Employment of Former State Officer or Employee of State Agency. The grantee certifies that it is not ineligible to receive this Grant Agreement under Texas Government Code, section 2155.004, regarding the financial participation by a person who received compensation from OOG or another state agency to participate in preparing the specifications or request for proposals on which the bid or contract is based, and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.

The grantee has not given or offered to give, nor does the grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of OOG, at any time during the award of this grant or in connection with this Grant Agreement, except as allowed under relevant state or federal law. The grantee nor its personnel or entities employed in rendering services under this grant agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of the grantee's obligations under this grant agreement.

7.2 Conflicts of interest with relatives

The grantee will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body, or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

8. Contracts and Procurement

For all applicable OOG grantees

8.1 Procurement practices and policies

The grantee must follow applicable Federal and State law, Federal procurement standards specified in regulations governing Federal awards to non-Federal entities, their established policy, and best practices

for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

1. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition.
2. When any contractual or equipment procurement is anticipated to be in excess of $150,000, grantees must submit a Procurement Questionnaire https://eGrants.gov.texas.gov/updates.aspx to OOG for approval prior to procurement. Grantees must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
3. When contractual or equipment procurement is anticipated to be in excess of $10,000, grantees must address termination for cause and for convenience by the grantee including the manner by which it will be affected and the basis for settlement.
4. **The grantees awarded federal funds administered by CJD** may find other applicable rules governing procurements in the current edition of the OJP Financial Guide.

8.2 Subcontracting

The grantee may not subcontract any of its rights or duties under this Grant Agreement without the prior written approval of OOG. It is within OOG's sole discretion to approve any subcontracting. In the event OOG approves subcontracting by the grantee, the grantee will ensure that its contracts with others shall require compliance with the provisions of this Grant Agreement to the extent compliance is needed to support the grantee's compliance with this Grant Agreement. The grantee, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Agreement and that OOG shall not be liable in any manner to any grantee subcontractor.

8.3 Buy Texas

If applicable with respect to any services purchased pursuant to this Grant Agreement, the grantee will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

8.4 Procurement of recovered materials

The grantee will comply with section 6002 of the Solid Waste Disposal Acts amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

8.5 Compensation

Where applicable, the grantee will comply with the Davis-Bacon Act, as amended (40 USC §§ 3141-3148) that states when required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by grantees must include a provision for compliance with the Davis-Bacon Act (40 USC §§ 3141-3144, and §§ 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The grantee must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

The grantee must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subgrantee must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

8.6 Labor week and safety

Where applicable, it will comply with the requirement that all contracts awarded by the grantee in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

For all applicable CJD grantees

8.7 Consultant pay rates

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day or $81.25 per hour. A detailed justification must be submitted to and approved by CJD prior to obligation or expenditures of such funds. Although prior approval is not required for consultant rates below these specified amounts, grantees are required to maintain documentation to support all daily or hourly rates.

9. Legal Compliance

For all applicable OOG grantees

9.1 Criminal history reporting

Counties or other governmental entities required to maintain and report criminal history records the Texas Code of Criminal Procedure, Ch. 60, must maintain compliance with that statute in order to obtain or maintain eligibility for OOG grant funds.

9.2 Immigration-related requirements

Compliance with 8 USC §§ 1373 & 1644 – In order to foster state and local cooperation in the enforcement of our nation's immigration laws, federal law provides that a government entity or official may NOT prohibit or otherwise restrict any government entity or official from exchanging information with federal immigration authorities about the immigration or citizenship status of any individual.

Furthermore, no individual or entity may prohibit or otherwise restrict a government entity from: (1) sending or receiving citizenship or immigration related information to and from federal immigration authorities; (2) maintaining the information; or (3) exchanging the information with any other federal, state, or local government entity. Any grant applicant or recipient that has policies or practices (written or unwritten) that contravene the restrictions outlined above is not eligible for a grant that is awarded by or through the Office of the Governor. Additional guidance can be found at: https://www.bja.gov/funding/8uscsection1373.pdf

9.3 National Environmental Policy Act

The grantee will assist OOG in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 USC 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424) and other related federal laws and environmental impact analyses requirements.

The grantee agrees to first determine if any of the following activities will be funded by the grant, either directly by the grantee or by a subgrantee or subcontractor, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact OOG. The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The grantee will assist by:

1. Identifying if any of the following activities will be related to the use of grant funds:
    a. New construction;
    b. Minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain;
    c. A renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and
    d. Implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and
2. By complying with the following conditions relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories:
    a. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
    b. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
    c. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
    d. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;

e. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;

f. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;

g. Monitor the transport, disposal, and recycling components of subsections (f) and (g), immediately above, in order to ensure proper compliance;

h. Have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.

The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

9.4 E-Verify

The grantee shall comply with the requirements of the Immigration Reform and Control Acts of 1986 and 1990 ("IRCA") regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services in the United States of America under this Grant Agreement, if any, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.

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The grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's E-Verify system as required by Chapter 673 of the Texas Government Code, and to determine the eligibility of:

1. All persons employed to perform duties within Texas, during the term of the Grant; and
2. All persons employed or assigned by the grantee to perform work pursuant to the Grant Agreement, within the United States of America; and
3. If this certification is falsely made, the Grant Agreement may be terminated.

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If applicable, grantee will comply with Executive Order RP-8 regarding the U.S. Department of Homeland Security's E-Verify system.

9.5 Drug-Free Workplace

The grantee represents and warrants that is shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 USC §§ 8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget (2 CFR Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the grantee shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

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The grantee certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establish a drug-free awareness program to inform employees about:
    a. The dangers of drug abuse in the workplace;
    b. The applicant's policy of maintaining a drug-free workplace;
    c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    d. The penalties that may be imposed upon employees for drug abuse violations.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
    a. Abide by the terms of the statement, and
    b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
5. Notifying the agency within ten days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions with respect to any employee who is so convicted:
    a. Taking appropriate personnel action against such an employee, up to and including termination; or
    b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (1), (2), (3), (4), (5), and (6).

9.6 Special requirements for units of local government

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code, Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and grantee may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires grantee to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code § 2102.0091, which requires that this Grant may only be expended if grantee timely completes and files its reports.

9.7 Laboratory practices

The grantee shall ensure that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.

The grantee shall ensure that requirements associated with 42 USC section 3797k(4) (which relate to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility in the State that will receive a portion of the grant amount.

Additional related requirements may apply.

9.8 Miscellaneous legal requirements

1. The grantees will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 USC 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.
2. The grantee will ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
3. The grantee is not ineligible to receive any grant, loan, or payment under this Grant Agreement pursuant to Section 231.006 of the Texas Family Code, which prohibits payments to a person who is in arrears on child support payments, and acknowledges that this Grant Agreement may be terminated and payment may be withheld if this certification is inaccurate.
4. If grantee receives a grant award in excess of $150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Any subgrants or contracts made by the grantee in excess of $150,000 must contain this provision.
5. The grantee will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
6. The grantee will comply with the Wild and Scenic Rivers Act of 1968 (16 USC §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
7. The grantees will assist OOG in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 USC § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the

Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

8. The grantee will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) list of Violating Facilities, and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. The grantee will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
10. The grantee will comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of grantees to ensure compliance with the E.O. and laws.
11. The grantee will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.
12. The grantee will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
13. The grantee 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 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 USC §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 USC § 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).
14. The grantee will comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 42 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

15. The grantee will adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
16. The grantees will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
17. The grantee will comply with 2 CFR 200.405, which provides that any cost allocable to a particular Federal award provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the grantee from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
18. The grantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
19. The grantee will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
20. The grantee will comply with Section 261.101 of the Texas Family Code, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees shall also ensure that all program personnel are properly trained and aware of this requirement.
21. The grantee will comply with the requirements of the government-wide award term which implements Section 106 (g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.
22. Local units of governments receiving funds from OOG must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.
23. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC § 2225a, grantee will ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 USC § 2225.
24. The grantee will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 USC §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
25. The grantee will comply with the statutory requirements for whistleblower protections (if applicable) at 10 USC § 2409, 41 USC § 4712, 10 USC § 2324, and 41 USC §§ 4304 and 4310.

26. During the performance period of this Grant, grantees must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in grantee's plan, the grantee shall correct deficiencies within 60 calendar days of receiving notice of such deficiencies from TDEM.

For all applicable CJD grantees

9.9 Compliance with the Code of Federal Regulations

The grantee will comply with the provisions of 2 CFR 200 and 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/ Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

9.10 Special National Environmental Policy Act requirements for grantees of federal funds

All OJP awards are subject to the National Environmental Policy Act (NEPA) and other related Federal laws, if applicable. DOJ has established procedures to implement NEPA. (See 28 CFR Part 61.) The regulations state that "all federal agencies are required to give appropriate consideration to the environmental effects of their proposed actions in their decision-making and to prepare detailed environmental statements on... major federal actions significantly affecting the quality of the human environment." (28 CFR section 61.2.) Under the regulations, DOJ, among other things, is required to "[c]onsider from the earliest possible point in the process all relevant environmental documents in evaluating proposals for Department action[.]" (28 CFR Section 61.6.) OJP has responsibility to ensure compliance with NEPA and 28 CFR Part 61, including Appendix D. For many projects that are funded by OJP, NEPA may have no applicability. However, if OJP funds will be used, for example, to pay for renovation projects or new construction, programs involving the use of chemicals, or any other activity, including research and technology development, that may have an effect on the environment, at a minimum, the funding recipient must provide a full description of proposed project activities to OOG, and an Environmental Assessment must be prepared. Prior to allowing a recipient to spend OJP funds for such a project, OOG must make a finding that the project does not significantly affect the human environment and that further environmental assessment is not necessary.

For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from OOG, agrees to cooperate with OOG in any preparation by DOJ of a national or program environmental assessment of that funded program or activity.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed Environmental Assessment, it will inform OOG of: (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until OOG, with the assistance of the recipient, has determined whether the proposed change or activity (or changed

circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an OOG-conducted environmental impact review process.

9.11 Special requirements for grantees of VAWA funds

With respect to the VAWA requirement concerning judicial notification, a state or territory must certify: that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 922(g)(8) and (g)(9) of Title 18 of the United States Code, and any applicable related federal, state, or local laws.

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The grantee understands and agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on recipient's funds for noncompliance with any of the requirements of 42 USC 379699-4 (regarding rape exam payments), 42 USC 3796e5-4(e) (regarding judicial notification), 42 U.S.C, 379699-5 (regarding certain fees and costs), and 42 USC 379699-8 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

9.12 Special information for grantees of federal funds

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice encourages grantees and subgrantees or contractors to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

For all applicable HSGD grantees

9.13 Environmental and historic preservation review

The grantee must assess federally funded projects for potential impact to environmental resources and historic properties and submit any required screening form(s) as soon as possible within the deadlines established by HSGD. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Grantees must include sufficient review time to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and HSGD will not authorize or release grant funds for non-compliant projects.

As soon as possible upon receiving this Grant, the grantee must provide information to HSGD to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to HSGD for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Grantees must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.

The grantee shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These

include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Grantees must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered the grantee must immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

9.14 National Incident Management System (NIMS)

During the performance period of this Grant, the grantee must implement the NIMS in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/national-incident-management-system.

10. Eligible, Prohibited, and Regulated Activities

For all applicable OOG grantees

10.1 Inherently religious activities

A grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. Grantees must also not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief in the delivery of services or benefits funded by the grant. These requirements apply to all grantees, not just faith-based organizations.

10.2 Political activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

1. Unless specifically authorized to do so by federal law, grant recipients or their subgrantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

4. Grant funds will not be used, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of OOG and applicable federal funding agencies. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify OOG to obtain the appropriate disclosure form.
5. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
6. State and local government employees of grantees whose principal employment activities are funded in whole or in part with Federal funds must comply with the federal Hatch Act (5 USC §§ 1501- 1508) which restricts the political activity of employees who work in connection with federally funded programs. Covered employees may not: 1) use their official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office; or 2) directly or indirectly coerce, attempt to coerce, command, or advise a State or local officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes. State and local government employees of grantees whose salaries are funded completely, directly or indirectly, by federal funds may not be candidates for public office in a partisan election.
7. Grant funds – whether expended by the grantee or by any subgrantee or subcontractor – will not be used for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
8. As applicable, the grantee will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
9. Grant funds will not be used for any lobbying costs prohibited by 2 CFR 200.450.

The grantee will include the language of this section in the award documents for all subawards at all tiers and will require all sub-recipients to certify accordingly.

For all applicable CJD grantees

10.3 Protection of human subjects

If the grantee uses grant funds to undertake research involving human subjects, the grantee may be subject to Department of Justice (DOJ) Office of Justice Programs (OJP) policies and requirements adopted by CJD related to human subjects found in 28 CFR Part 46. OJP has developed a decision tree to assist applicants in determining whether an activity they plan to undertake with grant funds constitutes research involving human subjects. DOJ and CJD regulations protect the human subjects of grant-funded research. In brief, 28 CFR Part 46 requires that most research involving human subjects that is conducted or supported by a Federal department or agency - and CJD by adoption – be reviewed and approved by an Institutional Review Board (IRB), in accordance with the regulations, before funds are expended for that research. As a rule, persons who participate in grant-funded research must provide

their "informed consent" and must be permitted to terminate their participation at any time. Funding recipients, before they will be allowed to spend OJP or CJD funds on any research activity involving human subjects, must submit appropriate documentation to CJD showing compliance with 28 CFR Part 46 requirements. General Information regarding data confidentiality and Protection of Human Research Subjects (and Model Privacy Certificate and other forms) can be found at: http://ojp.gov/funding/forms.htm.

10.4 Training and training materials

Grantees developing or delivering any trainings or training materials with funding provided under this grant may be subject to related rules. For grantees receiving funds under programs administered by the Office on Violence Against Women, see the OVW Training Guiding Principles for Grantees and Subgrantees, available at http://www.ovw.usdoj.gov/grantees.html. For grantees receiving funds under programs administered by other Department of Justice Offices, including the Office of Justice Programs, see the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

10.5 Special victim safety requirements for grantees of VAWA and SASP funds

The grantee agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; pre-trial diversion program snot approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.

10.6 Special victim's assistance guidelines for grantees of VOCA funds

The grantee will adhere to VOCA Victim's Assistance Grant Program guidelines, which require that VOCA funds are used to serve the (specific) qualifying population, which is defined as victims of an offense that violates a federal or state criminal statute or regulation or the victims of crimes that occur in a geographic area which is under federal legal jurisdiction.

10.7 Special legal services requirements for grantees of VOCA funds

Victims of an offense that violates a federal or state criminal statute may be eligible for grant funded legal services. All legal assistance will work specifically in the interest of assisting the victim with issues arising from the (original or specific) offense that created the victim status.

10.8 Special legal assistance requirements for grantees of VAWA funds

Legal assistance eligibility – the grantee agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are:

1. Any person providing legal assistance through a program funded under this Grant Program
    a. Has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population, or
    b. Is both

i. Partnered with an entity or person that has demonstrated expertise and described in subparagraph (a); and

ii. Has completed or will complete training in connection with domestic violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;

2. Any training program conducted in satisfaction of the requirement of paragraph (1) and has been or will be developed with input from and in collaboration with a State, Local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials;
3. Any person or organization providing legal assistance through this program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and
4. The grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking, or child sexual abuse is an issue.

For all applicable HSGD grantees

10.9 Protection of human subjects

The grantee will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that grantees comply with applicable provisions/law for the protection of human subjects for purposes of research. The grantee will comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

10.10 Special requirements for Operation Stonegarden grantees

Grantees receiving Operation Stonegarden (OPSG) funds are prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to HSGD and CBP/BP HQ in Washington, D.C.

1. The grantees shall develop and submit required operational documents through the border area's Integrated Planning Team.

2. The grantee shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout the grant performance period.
3. Any grantee intending to spend more than 50 percent of their award on overtime over the course of the performance period, must submit an overtime waiver request through the Integrated Planning Team.
4. The grantee shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
5. The grantee shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and HSGD has issued an Award or Grant Adjustment Notice (GAN) to the jurisdiction.

11. Eligible, Prohibited, and Regulated Expenses

For all applicable OOG grantees

11.1 Alcoholic beverages

Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. Additionally, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

11.2 Generally prohibited expenditures

The following items and activities are specifically prohibited from being funded under this Grant Agreement:

1. Costs of advertising and public relations designed solely to promote the governmental unit;
2. Costs of international travel;
3. Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities);
4. Fundraising;
5. Lobbying;
6. Alcoholic beverages;
7. Costs to support any activity that has as its objective funding of sectarian worship, instruction, or proselytization; and
8. Promotional items and memorabilia, including models, gifts, and souvenirs.

11.3 Prohibited and Controlled expenditures

The grantee may not expend any federal grant funds on prohibited items on the Prohibited and Controlled Expenditure list, developed in response to Executive Order 13688 on Federal Support for Local Law Enforcement Equipment Acquisition. Grantees must obtain prior and express approval from OOG before expending funds on controlled items on the list. **CJD grantees** receiving federal funds may view more information and the list (which may be amended), here: https://www.bja.gov/funding/JAGControlledPurchaselist.pdf. **HSGD grantees** receiving federal funds may view more information and the list, which may be amended, here: https://www.fema.gov/media-library/assets/documents/114557.

11.4 Travel expenditures

The grantee must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

For all applicable CJD grantees

11.5 Food, beverage, and conference expenses

CJD does not generally allow grant funds to be used on non-emergency food, meals, beverages or other refreshments, such as those that might be provided at conferences. If the grantee uses grant funds for other expenses related to conferences (e.g. planners and audio/visual expenses), the grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (which is defined to include meetings, retreats, seminars, symposiums, trainings, and other events), including the costs of attendance at such events. More detailed policies and guidance can be found in the DOJ Office of Justice Programs 2015 Financial Guide, available at http://ojp.gov/financialguide/DOJ/. Note that CJD policies are more restrictive that federal guidance, and apply to all grant funds administered by CJD.

11.6 Special controlled expenditure requirements for grantees of JAG funds

The grantee understands and agrees that, notwithstanding 2 CFR S 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

1. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from the Bureau of Justice Assistance (BJA). As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
2. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
3. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify OOG prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

11.7 Special law enforcement item expenditure requirements for grantees of VAWA funds

Restricted uses of grant funds - the grantee agrees that grant funds will not be used to support the purchase of standard issued law enforcement items, such as uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not integral part of a court-mandated batterer intervention program.

12. Equipment Requirements

For all applicable OOG grantees

12.1 Property management and inventory

The grantee must ensure equipment purchased with grant funds must be used for the purpose of the Grant and as approved by OOG. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to OOG upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or OOG, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.313 and/or the Uniform Grant Management Standards (UGMS), as applicable.

The grantee shall not give any security interest, lien or otherwise encumber any item of equipment purchased with grant funds

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of $5,000 or greater, any firearms, any items on the Prohibited or Controlled Expenditures list, and the following equipment with costs between $500 and $4,999: sound systems and other audio equipment, still and video cameras, TVs, video players/recorders, desktop computers, laptop computers, data projectors, smartphones, tablets, other hand held devices, and mobile/portable radios. (See Texas Government Code, Sec. 403.271(b) for further information. Users of these standards should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's State Property Accounting User Manual, available on the internet, for the most current listing.) The equipment and inventory procedures include:

1. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to OOG at all times upon request.
2. At least every two (2) years, grantee must take a physical inventory and reconcile the results with property records.
3. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
4. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment.

Upon termination of this Grant Agreement, title, use, and disposal of equipment by the grantee shall be in conformity with the UGMS; however, as between OOG and the grantee title for equipment will remain with the grantee, unless UGMS requires otherwise.

12.2 Maintenance and repair

The grantee will maintain, repair, and protect all equipment purchased in whole or in part with grant funds so as to ensure the full availability and usefulness of such equipment. In the event the grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Grant Agreement, The grantee shall use the proceeds to repair or replace said equipment.

12.3 Automated License Plate Readers

The grantees requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Grantees must provide OOG with a copy of the certification received from DPS Crime Records Division.

For all applicable CJD grantees

12.4 Special body armor requirements for grantees of JAG funds

Acceptable models of body armor: If a grantee uses JAG funds to purchase ballistic-resistant or stab-resistant body armor, the body armor may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice (NIJ) Ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). Additionally, ballistic-resistant and stab-resistant body armor purchased must be American made. The latest NIJ standard information can be found here: http://www.nij.gov/topics/technology/body-armor/safety-initiative.html.

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Mandatory wear policy: If a grantee uses JAG grant funds to purchase ballistic-resistant or stab-resistant body armor, the grantee must have a written "mandatory wear" policy in effect and submit a signed certification to that effect to CJD. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

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Matching fund restrictions: If a grantee uses JAG funds to purchase ballistic-resistant or stab-resistant body armor, the grantee may not use those funds as part of the 50% match requirement for purposes of the Bulletproof Vest Partnership (BVP) program.

For all applicable HSGD grantees

12.5 Emergency communications equipment

If emergency communications equipment is provided under the grant, the grantee will comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

13. Information Technology

For all applicable OOG grantees

13.1 Accessibility requirements

If applicable, the grantee will comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in Title 1, Chapter 213 of the Texas Administrative Code when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, the grantee shall provide the Texas Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). A company not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/.

13.2 Criminal Intelligence System Operating Procedures

Any information technology system funded or supported by these funds must comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies. Any grant-funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 CFR Part 23 at least once for each continuous two-year period that the person has responsibility for entering data into or retrieving data from an intelligence database.

13.3 Blocking of pornographic material

The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

13.4 Compliance with TCOLE standards and rules

If the applicant is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it will not expend any grant funds for this grant unless it is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

For all applicable CJD grantees

13.5 Information technology interoperability standards

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, all equipment and software developed under awards that result from this solicitation must, as appropriate, be compliant with DOJ Information Technology Interface Standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan. The grantee must, as applicable, also comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations. The grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. The grantee shall document planned approaches to information sharing and describe compliance to the GSP and

appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended. A list of additional standards can be found at the OJP Standards Clearinghouse.

13.6 Information sharing

Law enforcement information-sharing system projects: employing existing networks – If a grantee uses JAG funds for law enforcement information-sharing systems that involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of CJD and its federal funding agency that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system. The purpose of this requirement is to avoid duplicating similar, exiting networks or IT systems in other initiatives funded by federal grants.

13.7 Special information technology requirements for grantees of JAG funds

State Information Technology Point of Contact: If a grantee uses JAG funds on a technology project, the grantee must notify the State Information Technology Point of Contact of any information technology projects funded by this grant. This notification is to facilitate communication among local and state governmental entities regarding information technology projects being conducted with these grant funds. To reach the Texas Point of Contact at the Department of Public Safety, call 512-424-2524.

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Online training required for task force members: If a grantee uses JAG funds to fund any member of a law enforcement task force, the grantee agrees that within 120 days of award acceptance, each current member of the task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (http://www.ctfli.org). This training addresses task force effectiveness as well as other key force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's website and the Center for Task Force Integrity and Leadership.

For all applicable HSGD grantees

13.8 National Information Exchange Model

The grantees must use the latest National Information Exchange Model (NIEM) specifications and guidelines regarding the use of Extensible Markup Language (XML) when using HSGP funds to develop, procure, or implement homeland security information exchanges including systems and databases. Further information about NIEM specifications and guidelines is available at http://www.niem.gov.

14. Measurement and Monitoring

For all applicable OOG grantees

14.1 Measuring, reporting, and evaluating performance and progress data

Grantees should regularly collect and maintain data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes specified in the program solicitation, or as otherwise specified by OOG. Grantees should use this data to regularly evaluate the

effectiveness of their projects. This evaluation includes a reassessment of project activities and services to determine whether they continue to be effective.

The grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by OOG or its designee. If requested by OOG, the grantee shall report on the progress towards completion of the grant project and other relevant information as determined by OOG. To remain eligible for funding, the grantee must be able to show the scope of services provided and their impact, quality, and levels of performance against approved goals, and that their activities and services effectively address and achieve the project's stated purpose.

For all applicable CJD grantees

14.2 Special evidence and data requirements for CJD grantees of federal funds

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

1. Improving the quantity and quality of evidence OJP generates;
2. Integrating evidence into program, practice, and policy decisions within OJP and the field; and
3. Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by casual evidence, generally obtaining through one or more outcome evaluations. Causal intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. OJP's http://www.CrimeSolutions.gov website is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

15. Financial Requirements

For all applicable OOG grantees

15.1 Financial Status Reports

Financial Status Reports must be submitted to OOG via eGrants. Unless otherwise specified by OOG, Reports may be submitted monthly but must be submitted at least quarterly. Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

1. April 22 (January-March quarter)
2. July 22 (April-June quarter)
3. October 22 (July-September quarter)
4. January 22 (October-December quarter)

A grant liquidation date will be established in eGrants. The final Financial Status Report must be submitted to CJD on or before the liquidation date or the grant funds may lapse and OOG will provide them as grants to others who need the funding. Payments will be generated based on expenditures reported in the reports. Upon OOG approval of the report, OOG will issue a payment through direct deposit or electronic transfer.

15.2 Approval of Financial Status Report

Grant payments will be generated based on expenditures as reported in the Financial Status Reports in eGrants or, if authorized by OOG, through Advance Payment Requests. Upon OOG approval of a Financial Status Report or Advance Payment Request, a payment will issue through direct deposit or electronic transfer, though additional documentation may be required and this statement does not override other rules, laws or, requirements. It is the policy of OOG to make prompt payment on the approval of a properly prepared and submitted Financial Status Report and any other required documentation.

15.3 Reimbursements

OOG will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. Each item of expenditure shall be specifically attributed to the eligible cost category as identified in the Grant Budget. The Grant Budget is established as provided in eGrants and is the approved budget for the planned expenditure of awarded grant funds, with expenditures identified by approved cost category. OOG is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

By submission of a Financial Status Report, the grantee is warranting the following: (1) all invoices have been carefully reviewed to ensure that all invoiced services or goods have been performed or delivered; (2) that the services or goods have been performed or delivered in compliance with all terms of this Grant Agreement; (3) that the amount of each new Financial Status Report added together with all previous Financial Status Reports do not exceed the Maximum Liability of OOG; and (5) the charges and expenses shown on the Request for Reimbursement are reasonable and necessary.

15.4 Generally Accepted Accounting Principles

The grantee shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by the grantee. The grantee shall follow OOG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Agreement.

15.5 Program income

"Program income" means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Unless otherwise required under the terms of this Grant Agreement, any program income shall be used by the grantee to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. Program income shall be used to offset the grant award. The grantee shall identify and report this income in accordance with OOG's reporting instructions. The grantee shall expend program income during the term of this Grant Agreement; program income not expended during the term of this Grant Agreement shall be refunded to OOG.

15.6 Refunds and deductions

If OOG determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to OOG the amount identified by OOG as an overpayment. The grantee shall refund any overpayment to OOG within thirty (30) calendar days of the

receipt of the notice of the overpayment from OOG unless an alternate payment plan is specified by OOG.

15.7 Indirect costs

If indirect costs are allowable under an award, the Indirect Cost Budget Category will be available on the Budget tab. With the exception of grantees of federal awards who have never received a negotiated indirect cost rate as described in 2 CFR § 200.414(f), grantees choosing to apply indirect costs to the award must have an approved indirect cost rate agreement with their cognizant agency. A copy of the approval letter from the cognizant agency must be uploaded to the grant application for the grantee to be eligible for the indirect cost rate for the associated award.

In accordance with 2 CFR § 200.414(f), grantees of federal funds that have never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs, which may be used indefinitely. A grantee that is eligible to use the de minimis indirect cost rate, and that elects to use the de minimis indirect cost rate, must advise OOG in writing, in the grant application, before any such funds are obligated of both its eligibility and its election, and must comply with all associated requirements in 2 CFR § 200.414(f).

Indirect cost rates are not generally allowed for state-funded grants, but may be approved by OOG at its sole discretion.

The indirect cost rate cited in the budget denotes the approved indirect rate at the time the grant was awarded. It is the grantee's responsibility to ensure the appropriate indirect rate is charged throughout the term of the grant award even if the approved indirect rate expires or changes during the grant period. Indirect costs are subject to monitoring and the grantee must be able to produce evidence of an approved indirect cost rate upon request.

15.8 Liquidation period

The liquidation date is 90 calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to OOG.

15.9 Duplication of funding

If grantees receive any funding that is duplicative of funding received under this grant, they will notify OOG as soon as possible. OOG may issue an adjustment modifying the budget and project activities to eliminate the duplication. Further, the grantee agrees and understands that any duplicative funding that cannot be re-programmed to support non-duplicative activities within the program's statutory scope will be de-obligated from this award and returned to OOG.

15.10 Supplanting

Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated, allocated or disbursed for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. For additional information on supplanting, refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx.

15.11 Special requirements for non-profit grantees

Each non-profit corporation receiving funds from OOG must obtain and have on file a blanket fidelity bond that indemnifies OOG against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the OOG grant period.

For all applicable CJD grantees

15.12 Special requirements for for-profit CJD grantees

It is CJD and OJP policy that for-profit organizations must agree not to make a profit as a result of an award and not to charge a management fee for the performance of an award. Also, commercial organizations must agree to comply with the contract cost principles of subpart 31.2 of the Federal Acquisition Regulations.

15.13 Special requirements for non-profit CJD grantees

By accepting funds under this award, any non-profit grantee certifies and affirmatively asserts that it is a non-profit organization and that it keeps on file, and is available upon audit, either:

1. A copy of the recipient's 501(c)(3) designation letter;
2. A letter from the State of Texas stating that the recipient is a non-profit organization operating within Texas; or
3. A copy of the grantee's Texas certificate of incorporation that substantiates its non-profit status.

The grantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3), and a statement by the state or national parent organization that the recipient is a local non-profit affiliate.

Non-profit recipients of VOCA funding that are not a 501(c)(3) organization finally certified by the Internal Revenue Service must make their financial statements available online.

Non-profit recipients of funds provided under the Juvenile Justice and Delinquency Prevention Act must have 501(c)(3) status recognized by the Internal Revenue Service.

For all applicable HSGD grantees

15.14 Management and Administration

If this Grant includes funds for management and administration (M&A), the grantee must comply with all applicable requirements and limitations with respect to M&A. The grantee's M&A shall not exceed 5% of their total project(s).

16. Required Reports

For all applicable OOG grantees

16.1 Failure to file required reports

Failure to comply with submission deadlines for required reports, Requests for Reimbursement, or other requested information may result in OOG, at its sole discretion, placing the grantee on immediate financial hold without further notice to the grantee and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If the grantee is placed on financial hold, OOG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time the grantee was placed on financial hold.

16.2 Report formats, submissions, and timelines

The grantee shall provide to OOG all applicable reports in a format specified by OOG. The grantee will submit reports in eGrants as instructed by OOG. The grantee shall ensure that it submits each report or document required by OOG in an accurate, complete, and timely manner to OOG or the Federal sponsoring agency, as specified by this Grant Agreement or OOG, and will maintain appropriate backup documentation to support the reports. Unless filing dates are given herein, all other reports and other documents that the grantee is required to forward to OOG shall be promptly forwarded.

For all applicable CJD grantees

16.3 Special requirements for awards over $5,000,000

A prospective recipient of an award in excess of $5,000,000 may be required to submit a detailed certification concerning filing of federal tax returns, criminal convictions under the Internal Revenue Code, and unpaid federal tax assessments.

16.4 Special requirements for VAWA and SASP grantees publishing materials

The grantee agrees to submit one copy of all required reports and any other written materials or products that are funded under the project to OOG not less than thirty (30) days prior to public release. If the written material is found to be outside the scope of the program, or in some way to compromise victim safety, it will need to be revised to address these concerns or the grantee will not be allowed to use project funds to support the further development or distribution of the materials.

17. Requirements for Materials Produced with Grant Funds

For all applicable OOG grantees

17.1 Permission for use of OOG name and labeling

Other than the required statements listed in this document, grantee shall not use OOG's name or refer to OOG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this Grant Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from OOG. This Section is not intended to and does not limit the grantee's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act. This Section is not intended to and does not limit OOG's duties and obligations to report this Grant Agreement, any grant payments made under this Grant Agreement, any contract compliance or performance information or other state or federal reporting requirements applicable to OOG.

For all applicable CJD grantees

17.2 Acknowledgement of funding and disclaimer

All publications - including websites - produced in full or in part with grant funds awarded by OOG must include an acknowledgement of the funding and a disclaimer of non-endorsement by the funding agency. In general, no publication may convey CJD or DOJ's official recognition or endorsement of the recipient's project simply based on having received funding. For websites, the acknowledgement should be present somewhere on all major entry pages. Acknowledgement language for grants made through specific fund sources is below.

For any state grant program: "This [website/report/study/project/etc.] is funded [insert "in part", if applicable] through a grant from the Criminal Justice Division of the Texas Office of the Governor. Neither the Office of the Governor nor any of its components operate, control, are responsible for, or necessarily endorse, this website (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

For grants from the federal Office on Violence Against Women (Violence Against Women Act/STOP Violence Against Women, Victims of Crime Act, or Sexual Assault Services Program): This project was supported by subgrant No.[your grant number], awarded by Criminal Justice Division of the Texas Office of the Governor and the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women or the Office of the Governor."

For any other federal grant program: "This [website/report/study/project/etc.] is funded [insert "in part", if applicable] through a grant from the Criminal Justice Division of the Texas Office of the Governor and the [insert name of Office of Justice Programs component, e.g. Office of Juvenile Justice and Delinquency Prevention], Office of Justice Programs, U.S. Department of Justice. Neither the Office of the Governor, the U.S. Department of Justice, nor any of their components operate, control, are responsible for, or necessarily endorse, this web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

For all applicable HSGD grantees:

17.3 Acknowledgment and copyright

The grantee will affix, as applicable, the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations.)

***

All grantees must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing project programs funded in whole or in part with Federal funds from the U.S. Department of Homeland Security (DHS).

17.4 Permission for use of DHS name and labeling

The grantee will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

18. Reserved Rights

For all applicable OOG grantees

18.1 Royalty-free license

Pursuant to 2 CFR 200.315(b), the grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OOG (and the federal funding agency, if the work is funded with a federal grant) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes:

1. Any work subject to copyright developed under an award or subaward; and
2. Any rights of copyright to which a grantee or subgrantee or subcontractor purchases ownership with state (or Federal) support.

The recipient acknowledges that CJD (and the federal funding agency) have the right to

1. Obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and
2. Authorize others to receive, reproduce, publish or otherwise use such data for state (or federal) purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.22714 (Rights in Data- general).

It is the responsibility of the grantee (and of each subgrantee or subcontractor if applicable) to ensure that this condition is included in any subaward under this award. The grantee has the responsibility to obtain from subgrantees, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subgrantee contractor, or subcontractor refuses to accept terms affording the Government such rights, the grantee shall promptly bring such refusal to the attention of the OOG program manager for the award and not proceed with the agreement in question without further authorization from OOG.

18.2 Special requirements for grantees of federal funds regarding intellectual property

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the grantee wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," it will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

***

Unless otherwise provided by law, grantees are subject to the Bayh-Dole Act, PL No 96-517, as amended, and codified in 35 USC § 200 et seq. The grantee will comply with the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 CFR Part 401) and the standard patent rights clause in 37 CFR § 401.14.

***

DOJ reserves certain rights with respect to data, patentable inventions, works subject to copyright, and other intellectual property associated with an award of Federal funds. See 28 CFR §§ 66.34, 70.36, and 37 CFR Part 401.

DATE: September 14, 2017

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 7-1281-412-00-080-017-6-XXX VAP

Contact Person: Ramiro Sendejo **Ph#** 292-7604

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
7-1281-412-00-080-017-6-113	CJD-VAP Regular F/T Employees	$414,704.78
7-1281-412-00-080-017-6-211	CJD-VAP Health Insurance	$66,892.80
7-1281-412-00-080-017-6-212	CJD-VAP Life Insurance	$515.41
7-1281-412-00-080-017-6-220	CJD-VAP FICA	$31,724.92
7-1281-412-00-080-017-6-230	CJD-VAP Retirement	$48,478.99
7-1281-412-00-080-017-6-250	CJD-VAP Unemployment Compensation	$2,488.23
7-1281-412-00-080-017-6-260	CJD-VAP Worker's Compensation	$497.65
7-1281-412-00-080-017-6-610	CJD-VAP General Supplies	$8,000.00
7-1281-412-00-080-017-6-550	CJD-VAP Printing and Binding	$6,000.00
7-1281-412-00-080-017-6-890	CJD-VAP Other-LRGVDC In-Kind	$144,825.69
7-1281-331-12-080-017-6-000	CJD-VAP Revenue	$579,302.78
7-1281-337-00-080-017-6-000	CJD-VAP LRGVDC In-Kind Revenues	$144,825.69
	TOTAL BUDGET INCREASE (DECREASE)	**$724,128.47**

REASON: To appropriate the Fiscal Year 2016 CJD-Victim Assistance Program.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

COUNTY OF HIDALGO
DEPARTMENT OF HUMAN RESOURCES

RECEIVED 17 HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: Complete multiple personnel action form if department is requesting more than (3) personnel actions.

Date: 09/14/2017 Current Slot No.: G005

Department Name: District Attorney's Office Current Position Title:

Department No.: 080-017 Requested Position Title: Victims Unit Program Director

REQUEST FOR: ☑ New Position ☐ Temporary Position* ☐ Position Reclassification ☐ Other

	Current Budgeted Amount	Proposed Budgeted Amount	Net Change
SALARY REQUEST:	$ 0.00	$ 12,875.00	$ 12,875.00
SALARY REQUEST:			$ 0.00

TOTAL BUDGETARY IMPACT: $ 12,875.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other Victims Assistance Program

POSITION TYPE: ☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

*** TEMPORARY POSITIONS:**

Start Date | End Date | Work Schedule | Hours per Week | No. of Weeks

Annual Salary _____ Hourly Rate _____
Step 1 Salary / 2,080 Hours Per Year = Hourly Rate

No. of Weeks x Hours per Week = Total Hours x Hourly Rate = Budgeted Salary

JUSTIFICATION FOR NEW POSITION / SALARY ADJUSTMENT: *(Explain why position or adjustment request is essential)*

In reviewing the salary for this position, it was determined that an adjustment to the salary was necessary to commensurate based on the increase in the level of complexity, productivity or accountability and that are above and beyond the scope of the employee's current responsibilities, not requiring an official change in the position or title.

Department Head — Date 09/14/17

Department of Human Resources — Date 09/21/2017

Department of Budget & Management — Date

HR Form 028
Revised 07/07/2017

COUNTY OF HIDALGO
DEPARTMENT OF HUMAN RESOURCES

RECEIVED
2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: Complete multiple personnel action form if department is requesting more than (3) personnel actions.

Date: 09/14/2017 Current Slot No.: G006

Department Name: District Attorney's Office Current Position Title: _____

Department No.: 080-017 Requested Position Title: Advocate I

REQUEST FOR: ☑ New Position ☐ Temporary Position* ☐ Position Reclassification ☐ Other _____

	Current Budgeted Amount	Proposed Budgeted Amount	Net Change
SALARY REQUEST:	$ 0.00	$ 35,009.70	$ 35,009.70
SALARY REQUEST:			$ 0.00

TOTAL BUDGETARY IMPACT: $ 35,009.70

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☑ Other Victims Assistance Program

POSITION TYPE: ☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

* **TEMPORARY POSITIONS:**

Start Date | End Date | Work Schedule | Hours per Week | No. of Weeks

Annual Salary _____ Hourly Rate _____
Step 1 Salary / 2,080 Hours Per Year = Hourly Rate

No. of Weeks x Hours per Week = Total Hours x Hourly Rate = Budgeted Salary

JUSTIFICATION FOR NEW POSITION / SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

The DA's office is in need of this position to keep up with the demand in the number of victims of crime, make sure all procedures are in compliance with Chapter 56 of the Texas Code of Criminal Procedures and grant requirements.

Department Head — Date 09/14/17

Department of Human Resources — Date 9/21/2017

Department of Budget & Management — Date

HR Form 028
Revised: 07/07/2017

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, May 02, 2017** **Agenda Item:** 61668

Summary of request/proposal:
Crim DA - CJD-VAP (1281)-
Approval of the following personnel actions, effective 10/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1281	Director, Victims Unit Program	0005	113	0.00	12,875.00	12,875.00
1281	Advocate I	0006	113	0.00	35,010.00	35,010.00
				0.00	47,885.00	47,885.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1281-412-00-080-017-6-	113	CJD-VAP-	REG F/T EMPLOYEES	$11,971.25
7-1281-412-00-080-017-6-	211	CJD-VAP-	HEALTH INSURANCE	$1,575.00
7-1281-412-00-080-017-6-	212	CJD-VAP-	LIFE INSURANCE	$10.89
7-1281-412-00-080-017-6-	220	CJD-VAP-	FICA	$915.80
7-1281-412-00-080-017-6-	230	CJD-VAP-	RETIREMENT	$1,373.10
7-1281-412-00-080-017-6-	250	CJD-VAP-	UNEMPLOYMENT COMP	$71.83
7-1281-412-00-080-017-6-	260	CJD-VAP-	WORKER'S COMP	$13.17
			2017 Budgetary Impact	$15,931.04

2018 Budgetary Impact $64,482.17

Possible Funding Sources: Appropriation of funds.

Comments:

Print This Page

Agency Name: Hidalgo County
Grant/App: 2924302 **Start Date:** 10/1/2017 **End Date:** 6/30/2019

Project Title: Hidalgo County DA's Office-Victim Assistance Program
Status: Pending AO Acceptance of Award

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Advocate	Position #1 (Title: Advocate Level: I)- prepares victims for interview; provides assessment of victim and family needs and makes appropriate referrals for on-site or off-site services including medical, mental health, crime victims assistance, VINE, etc.; may debrief victim after interview to assess immediate mental/emotional state; may provide immediate crisis intervention counseling or refer to mental health specialist as needed. Base Salary: $35,009.70 + Fringe Benefits $13,504.50 = $48,514.20. Fringe Benefits Breakdown= Health Insurance $6,432.00, Life Insurance $49.56 ,FICA $2,678.24, Retirement $4,092.63, Unemployment $210.06, Workers Comp $42.01; POSITION START DATE: 11/30/15, EMPLOYEE'S NAME: [redacted]	$97,028.40	$0.00	$0.00	$0.00	$97,028.40	100
Personnel	Advocate	Position #2 (Title: Advocate Level: I)- prepares victims for interview; provides assessment of victim and family needs and makes appropriate referrals for on-site or off-site services including medical, mental health, crime victims assistance, VINE, etc.; may debrief victim after interview to assess immediate mental/emotional state; may provide immediate crisis intervention counseling or refer to mental health specialist as needed. Base Salary: $35,009.70 + Fringe Benefits $13,504.50	$97,028.40	$0.00	$0.00	$0.00	$97,028.40	100

		= $48,514.20. Fringe Benefits Breakdown= Health Insurance $6,432.00, Life Insurance $49.56 ,FICA $2,678.24, Retirement $4,092.63, Unemployment $210.06, Workers Comp $42.01; POSITION START DATE: 11/30/15, EMPLOYEE'S NAME: [redacted]						
Personnel	Advocate	Position #3 (Title: Advocate Level: I)- prepares victims for interview; provides assessment of victim and family needs and makes appropriate referrals for on-site or off-site services including medical, mental health, crime victims assistance, VINE, etc.; may debrief victim after interview to assess immediate mental/emotional state; may provide immediate crisis intervention counseling or refer to mental health specialist as needed. Base Salary: $35,009.70 + Fringe Benefits $13,504.50 = $48,514.20. Fringe Benfits Breakdown= Health Insurance $6,432.00, Life Inusurance $49.56 ,FICA $2,678.24, Retirement $4,092.63, Unemployment $210.06, Workers Comp $42.01; POSITION START DATE: New Hire, EMPLOYEE'S INITIALS: New Hire	$97,028.40	$0.00	$0.00	$0.00	$97,028.40	100
Personnel	Attorney	The attorney will dedicate 100% of the time overseeing the advocates and will provide guidance on legal procedures; will assist victims in securing rights and services from other agencies; will provide intervention with employers, creditors and others on behalf of the victim; and will provide other general information on rights and remedies available to the victim. Attorney will not be prosecuting cases. Base Salary $61638.29 + Fringe Benefits $18,846.21= $80,484.50 Fringe Benefits Breakdown= Health Insurance $6,432.00, Life	$160,969.00	$0.00	$0.00	$0.00	$160,969.00	100

		Insurance $49.56, FICA $4,715.33, Retirement $7,205.52, Unemployment $369.83, Workers Comp $ 73.97; POSITION START DATE: 1/9/2017, EMPLOYEE'S NAME: [redacted]						
Supplies and Direct Operating Expenses	Costs for Space (lease or rental)	Use of the Lower Rio Grande Valley Development Council (LRGVDC) facilities to provide training, host the Victim Assistance Academy and meeting with LEO's. The LRGVDC made available to us the total amount of $239,444.00 through an IN-kind Match of which we will only be using $144,825.69; BREAKDOWN OF THE TOTAL AMOUNT OF $239,444.00 is as follows: SPACE/CONFERENCE building size 4,128.80 square feet; 4,128.80 sq. ft. X $1.357995 Cost per sqft = $5,606.89 per event; Estimated 18 training events X $5,606.89 = $100,924.02; UTILITIES $.687 kwh per sqft; 4,128.80 X $.687 = $2,836.48 X 12 months = $34,037.82; FURNITURE/EQUIPMENT = $45,232.00; MAINTENANCE/UPKEEP = $59,251.00.;; TOTALS OF $100,924 SPACE/CONFERENCE + $34,037 UTILITIES + $45,232 FURNITURE/EQUIPMENT + $59,251 MAINTENANCE/UPKEEP = $239,444.00 GRAND TOTAL.	$0.00	$0.00	$144,825.69	$0.00	$144,825.69	0
Personnel	Executive Director	Victim Unit Director - Responsible for the daily operation of the Victims Unit, supervision and training of staff, and administration and compliance of grants that provide victim services. Ensures that information to victims of crime and their families is provided in compliance with the Texas Code of Criminal Procedure: Chapter 56. Provides specialized training to other	$33,508.08	$0.00	$0.00	$0.00	$33,508.08	20

		criminal justice professionals and conducts training at the Victim Assistance Academy. Submits the required grant reports and complies data and statistics for the program. Base Salary:12,875.00 + Fringe Benefits $3,879.04 = $16,754.04. Fringe Benefits Breakdown = Health Insurance $1,286.40, Life Insurance $9.91, FICA $984.94, Retirement $1,505.09, Unemployment Compensation $77.25, Workers Comp $15.45; POSITION START DATE:4/20/2015 EMPLOYEES NAME: [redacted]						
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office Supplies -- paper, postage, post it, pens, paper clips, calculator	$8,000.00	$0.00	$0.00	$0.00	$8,000.00	0
Supplies and Direct Operating Expenses	Public Notice, and/or Job Posting	Pamphlets, leaflets, brochures and other forms of printed materials to promote public awareness of the services provided by the Hidalgo County DA's Office - Victim Assistance Program. Along with the public awareness information these items will be stamped or printed with the following information: The name of the Victim's Unit Department, address, phone numbers and all other contact information necessary for the public to reach the department; the District Attorney's Seal and name.	$6,000.00	$0.00	$0.00	$0.00	$6,000.00	0
Personnel	Receptionist	Receptionist/ Intake Clerk- Will provide victims with information of their cases answers Victims Unit main lines, mails out victim notifications, prepares victim intake files, clerical duties, such as copies, faxes, provides safety plans and resource brochures to victims. Base Salary: $27,810.00 + Fringe Benefits $12,060.25 = $39870.25. Fringe Benefits	$79,740.50	$0.00	$0.00	$0.00	$79,740.50	100

		Breakdown= Health Insurance $6,432.00, Life Insurance $49.56,FICA $2,127.47, Retirement $3,250.99, Unemployment $166.86, Workers Comp $33.37; POSITION START DATE: New Hire, EMPLOYEE'S NAME: New Hire						

You are logged in as **User Name:** HidalgoCDA