COUNTY of HIDALGO

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 17, 2024

The Honorable Richard F. Cortez, Hidalgo County Judge
The Honorable David Fuentes, Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, Commissioner, Precinct No. 2
The Honorable Everardo Villarreal, Commissioner, Precinct No. 3
The Honorable Ellie Torres, 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 commissioners 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, Letty Chavez, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the amount of $125,587.57 of grant money from Office of The Governor FY2025 for Hidalgo County LIFELINES Girls Juvenile Mental Health Court. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PROJECT NO.
$ 125,587.57	Office of The Governor DC-SPECIALTY COURTS PROGRAM FY2025-HIDALGO COUNTY 449TH DC-LIFELINES GIRLS JUVENILE MENTAL HEALTH COURT GRANT#4426103

CERTIFIED BY:

SIGN HERE

Letty Chavez
County Auditor

9/16/2024
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | FERNANDO MANCIAS JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | MARLA CUELLAR 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. | JOSE "JOE" RAMIREZ JUDGE, 464TH D.C. | YSMAEL FONSECA JUDGE, 476TH D.C.

Elizabeth Luna <elizabeth.luna@auditor.co.hidalgo.tx.us>

Fwd: 449th District Court - REQUEST TO CERTIFY REVENUES

Javier Flores <javier.flores@auditor.co.hidalgo.tx.us> Wed, Sep 11, 2024 at 8:53 AM
To: Elizabeth Luna <elizabeth.luna@auditor.co.hidalgo.tx.us>

REVIEWED
By Maria Munoz at 4:57 pm, Sep 13, 2024

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Javier Flores
Accountant III
Hidalgo County Auditor's Office
2808 S. Business HWY 281
Edinburg, TX 78539
Phone (956) 318-2511 Ext.4677
Fax (956) 318-2577
javier.flores@auditor.co.hidalgo.tx.us
Attachments area

---------- Forwarded message ---------
From: **Melissa Flores** <melissa.flores@co.hidalgo.tx.us>
Date: Tue, Sep 10, 2024 at 7:06 PM
Subject: 449th District Court - REQUEST TO CERTIFY REVENUES
To: Letty Chavez <letty.chavez@auditor.co.hidalgo.tx.us>, Reynaldo Cantu <reynaldo.cantu@auditor.co.hidalgo.tx.us>, Merlen Munoz <merlen.munoz@auditor.co.hidalgo.tx.us>, Maria Munoz <maria.munoz@auditor.co.hidalgo.tx.us>, Minerva Diaz <minerva.diaz@auditor.co.hidalgo.tx.us>, Jonathan Sanchez <jonathan.sanchez@co.hidalgo.tx.us>, Javier Flores <javier.flores@auditor.co.hidalgo.tx.us>

Good Afternoon,

Please let this email serve as a request for a Certification of Revenues letter from your office in relation to the grant award received from the Office of the Governor-Criminal Justice Division for the FY2025 (9/1/24 - 8/31/25) HC LIFELINES Girls Juvenile Mental Health Court Grant Program in the amount of $125,587.57.

Please be advised that an agenda item has been placed on the next available Commissioners Court meeting for September 17, 2024 (AI-96604) for the appropriation of funds.

Thank you for your prompt attention regarding this matter. Please do not hesitate to contact me if you have any questions.

Sincerely,

Melissa Flores
Court Coordinator
449th District Court
1001 N. Doolittle Road
Edinburg, Texas 78542
Office #: (956) 381-0744 ext. 6582

AI-96604 **District Courts 8. A.**

CC REGULAR AGENDA SPECIAL MTG

Meeting Date: 09/17/2024

Submitted By: Melissa Flores

Department: 449TH DISTRICT COURT

REVIEWED
By Maria Munoz at 4:57 pm, Sep 13, 2024

CAPTION

449th District Court - FY2025 LIFELINES Girls Juvenile Mental Health Court Program (1286):

1. Approval to ratify acceptance of award in relation to the FY2025 Hidalgo County LIFELINES Girls Juvenile Mental Health Court Grant Program in the amount of $125,587.57 from the Office of the Governor-Criminal Justice Division (OOG-CJD) for the period of September 1, 2024 to August 31, 2025, with authority for County Judge, as authorized official, to accept award electronically.
2. Approval of certification of revenues, as certified by County Auditor, for the FY2025 Hidalgo County LIFELINES Girls Juvenile Mental Health Court Grant Program in the amount of $125,587.57 and appropriation of the same.

BACKGROUND

Acceptance of award was certified before CC approval due to the deadline of acceptance on the same date of CC meeting.
AI-93899, CC1/23/24 - CC Approval to submit grant application for the FY2025 Hidalgo County LIFELINES Girls Juvenile Mental Health Court Program.

Fiscal Impact

CALENDAR YEAR: 2024 **ACCT. #:** 4-1286-423-00-011-004-5-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for the FY2025 (9/1/24 to 8/31/25) Hidalgo County LIFELINES Girls Juvenile Mental Health Court grant award in the amount of $125,587.57, pending COR by Co. Auditor. No county cash match required.

Revenue account *#4-1286-334-10-011-004-5-000 GIRLS JUV MH CRT - REVENUES*

Attachments

Congratulatory Award Letter
FY2025 Statement of Grant Award (SOGA)
Grantee Standard Conditions & Responsibilities
FY2025 Categorical Budget
COR Request
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/06/2024 01:38 PM
Final Approval		
Form Started By: Melissa Flores		Started On: 09/04/2024 04:55 PM

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 Conditions and 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 Public Safety Office grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

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.

Aimee Snoddy
Executive Director
Public Safety Office

10:28 AM

Agency Name: Hidalgo County
Project Title: LIFELINES Girls Juvenile Mental Health Court
Current Grant Manager: Jeni Morales

Grant/App: 4426103
Status: Active Grant [FUND HOLD] [BLI HOLD]
Current Program Manager: Chelssie Lopez
Original Award: $125,587.57
Current Award: $125,587.57

Start Date: 9/1/2024
End Date: 8/31/2025
Liquidation Date: 11/29/2025
CFDA: NONE

Fund Source: DC-Specialty Courts Program
OOG Solicitation: FY2025 Specialty Courts Program Announcement

Current Budget: $125,587.57

General Information and Instructions

Grant Award Documents

Click to View
Congratulatory Letter
Responsibilities Memo

Print Statement of Grant Award

Statement of Grant Award (SOGA)

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 E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) 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:	4426103	**Award Amount:**	$125,587.57
Date Awarded:	9/3/2024	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2024 - 08/31/2025	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2025	**Grantee GPI:**	$0.00
Program Fund:	DC-Specialty Courts Program	**Total Project Cost:**	$125,587.57
Grantee Name:	Hidalgo County		
Project Title:	LIFELINES Girls Juvenile Mental Health Court		
Grant Manager:	Jeni Morales		
Unique Entity Identifier (UEI):	LHACK1UL6NR3		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2025-DC-ST-0012
Total Federal Award/State Funds Appropriated:	$12,000,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the program is to support specialty courts as defined in Chapter 121 of the Texas Government Code, which incorporate the essential characteristics of: 1) Family Drug Court Programs from Chapter 122 of the Texas Government Code; 2) Drug Court Programs from Chapter 123 of the Texas Government Code; 3) Veterans Court Programs from Chapter 124 of the Texas Government Code; 4) Mental Health Court Programs from Chapter 125 of the Texas Government Code; or 5) Commercially Sexually Exploited Persons Court Programs from Chapter 126 of the Texas Government Code.

REVIEWED
By Maria Munoz at 4:57 pm, Sep 13, 2024

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. Prior to seeking reimbursement, please submit a budget adjustment to provide the dates of the Annual Girls Voice Conference.	5/14/2024		☐	☑
Other Condition of Funding. Prior to seeking reimbursement, please submit a budget adjustment to provide the name of the contactor providing services for Individual and Group Therapy.	4/19/2024		☐	☑
Other Condition of Funding. Prior to seeking reimbursement, please submit a budget adjustment to update the Specialty Court Program Coordinator BLI description to include the name/initials of the person filling this role.	5/14/2024		☐	☑
Other Condition of Funding. Prior to seeking reimbursement, submit a budget adjustment to provide the dates and location for the out of state travel.	6/26/2024		☐	☑
Please be advised that OOG has added a Condition of Funding (CoF) that will hold funds on a specific budget line item(s) that must be met. You can review the CoF by going to the Summary tab and Clicking on the View Condition of Funding link. Assuming all other Conditions of Funding noted on the Statement of Grant award have been met, you will be able to request reimbursement for any line item except for the one(s) with the fund hold until that fund hold is cleared.	4/19/2024		☐	☐
12-Step Programs: Courts have ruled that these programs are considered inherently religious. As such, OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials. For more information, click here to download a list of FAQs.	4/19/2024		☐	☐
SID Number: Grantee is required to report the State Offender Identification (SID) number for all program participants in required progress reports that will be submitted to OOG.	4/19/2024		☐	☐
Participation in Training and Technical Assistance Program: Grantees are required to participate in activities under the Specialty Courts Resource Center (SCRC) operated by Sam Houston State University. Information about services and resources provided by SCRC can be accessed at http://txspecialtycourts.org/.	4/19/2024		☐	☐
Other Condition of Funding. Generated Program Income. PSO will allow your agency to use the Addition Method to add generated program income to the project budget in an amount up to $60,000.00 (if applicable), resulting in an overall increase in the approved budget. Once this amount has been reached further collected generated program income must be applied using the Deduction Method, which will begin to reduce the OOG award amount. All generated program income must be reported to PSO through a formal grant adjustment to secure PSO approval prior to use of the program income.	4/19/2024		☐	☐
Other Condition of Funding. Prior to seeking reimbursement, please submit a budget adjustment to update the Supporting Data section on the Narrative tab to provide more up to date information.	5/14/2024		☑	☐
Other Condition of Funding. Prior to seeking reimbursement, grantee must submit a budget adjustment to reconcile the budget to the final award amount.	6/26/2024		☑	☐

1:28 PM

Agency Name: Hidalgo County ✔
Project Title: LIFELINES Girls Juvenile Mental Health Court
Current Grant Manager: Jeni Morales

Grant/App: 4426103
Status: Active Grant [FUND HOLD] [BLI HOLD]
Current Program Manager: Chelssie Lopez
Original Award: $125,587.57
Current Award: $125,587.57

Start Date: 9/1/2024
End Date: 8/31/2025
Liquidation Date: 11/29/2025
CFDA: NONE

Fund Source: DC-Specialty Courts Program
OOG Solicitation: FY2025 Specialty Courts Program Announcement

Current Budget: $125,587.57

Printer Friendly

General Information and Instructions

View Introduction

View Instructions

Select and Enter Budget Line Item Details

	Budget Category	OOG Funds	Cash Match	In Kind Match	GPI	Total Project
+	Personnel	$75,762.57	$0.00	$0.00	$0.00	$75,762.57
+	Contractual and Professional Services	$32,500.00	$0.00	$0.00	$0.00	$32,500.00
+	Travel and Training	$13,825.00	$0.00	$0.00	$0.00	$13,825.00
	Equipment	$0.00	$0.00	$0.00	$0.00	$0.00
+	Supplies and Direct Operating Expenses	$3,500.00	$0.00	$0.00	$0.00	$3,500.00
	Indirect Costs	$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Totals

OOG Funds:	Cash Match:	In Kind Match:	GPI:	Total Project:
$125,587.57	$0.00	$0.00	$0.00	$125,587.57

Export Your Budget Detail Item(s)

Export To Excel

Note from Grantee to OOG

Save Note from Grantee to OOG

113	46836.54
117	6000
211	10960
212	56.16
220	4035.6
230	7557.75
250	316.52
	75762.57 ✔
320	2500
331	30000
	32500 ✔
581	3015
583	6450
584	4360
	13825 ✔
610	2000
660	1500
	3500 ✔
	75762.57
+	32500
+	13825
+	3500
	125587.57
	ΛΦΣ

REVIEWED
By Maria Munoz at 4:57 pm, Sep 13, 2024

Enter on: 6/26/2024 2:30:06 PM By: Chelssie Lopez
PSO has determined that the maximum amount available for consideration of this application is $125,587.57. PSO has administratively lowered the overall budget and placed a Fund Hold for the applicant to update/revise the final budget post-award.

Enter on: 4/30/2024 2:33:22 PM By: Renee Rodriguez-Betancourt
Updated date/location of TASC Conference.
Enter on: 4/30/2024 2:13:54 PM By: Renee Rodriguez-Betancourt
Contractual > Therapy will be revised once the contractor that will provide the service is secured.
Enter on: 4/30/2024 2:10:01 PM By: Renee Rodriguez-Betancourt
As per OOG, deleted (TBD - 8/31/25) dates from VACANT Coordinator position. Will reflect appropriate dates once the position is filled.
Enter on: 4/30/2024 9:45:57 AM By: Nicole Caston
Revision needed: Contractual > Therapy: Revise to include the name of the contactor provided service, if known. If not, a hold will be placed until the information is provided.

Enter on: 4/19/2024 9:24:58 AM By: Nicole Caston
Revision/clarification needed: Personnel > Specialty Court Program Coordinator - VACANT: (TBD - 8/31/2025). Please explain the TBD dates as the grant is set to end on 08/31/2025.

Printer Friendly

Previous

REVIEWED
By Maria Munoz at 4:59 pm, Sep 13, 2024

Print This Page

Agency Name: Hidalgo County
Grant/App: 4426103 **Start Date:** 9/1/2024 **End Date:** 8/31/2025

Project Title: LIFELINES Girls Juvenile Mental Health Court
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	Coordinator	Specialty Court Program Coordinator - POSITION VACANT: Will be directly responsible for the day to day operations of the department's specialty court programs, which includes the Hidalgo County LIFELINES Girls Juvenile Mental Health Court Program and the Hidalgo County Juvenile Drug Court Program. Will work under the direct supervision of the court coordinator/manager of the specialty court program. Will manage, guide, coordinate, evaluate and directly oversee the operations of the Hidalgo County LIFELINES Girls Juvenile Mental Health Court Program. Program Coordinator will provide the program Case Manager with the appropriate guidance and training to ensure administrative compliance is met with all goals, guidelines and objectives outlined in the grant, which provides direct services to active youth participants. Program Coordinator will ensure that assigned Case Manger obtains the appropriate assessment(s)/evaluation(s)/referrals for services for each program participant(s) to explore the appropriate need and resource for services and will review potential cases and assign them to the appropriate case manager. Will ensure that any trauma based program participant that has endured any victimization or trauma such as, sexual abuse, family violence, human trafficking, dating violence, drug use/abuse and/or bullying is immediately referred to the appropriate resource for services. Will submit required grant/program reports and evaluations to the court coordinator/program manager. Will monitor goals and compliance with grant guidelines and regulations.	$203.98	$0.00	$0.00	$0.00	$203.98	50

		100% of Total Salary and Total Fringe Benefit Amount will be compensated through both grants at 50%. 100% of Total Salary = Total Employee Salary and Fringes = $88,821.24 ($63,210.00 Total Salary + $25,611.24 Total Fringes). Breakdown of Specialty Court Program Coordinator to be paid @ 50% through the Hidalgo County LIFELINEES Girls Juvenile Mental Health Court Grant = $44,410.62 (50% Salary $31,605.00 + 50% Fringes $12,805.62).						
Personnel	Case Manager	Case Manager - M.G.: The Case Manager (9/1/24 - 8/31/25) will provide service coordination for all youth and families referred to the Court, will also serve as liaison between community and the mental health court. Salary $46,308.00 + Total Fringe Amount $21,951.39 = $68,259.39.	$68,259.39	$0.00	$0.00	$0.00	$68,259.39	100
Personnel	Manager	Supplemental Pay for employee Melissa Flores, Court Coordinator to perform newly added duties and responsibilities for the overall program administration and management of the Hidalgo County Juvenile Specialty Court Grant Programs (9/1/24 – 8/31/2025). To include the administration and compliance of grants, supervise the Specialty Court Program Coordinator and ensure that the programs are being delivered as intended with fidelity. Identify areas of change and improve operations. Will serve as a liaison between local county governments and outside agencies regarding: 1.) properly securing & maintaining required MOU's and/or contracts for youth services; 2.) negotiating, advocating and exploring new services for program participants; and 3.) coordinating/scheduling/developing program youth conferences for participants. Will perform managerial duties that include but are not limited to representing the Hidalgo County Juvenile Specialty Court Grant Programs at local commissioner court meetings for grant maintenance and/or adjustments; Coordinate/organize and ensure submissions of required grant assessments, progress reports and grant application maintenance; and, Maintain proper records regarding timekeeping (activity sheets), program expenses and address personnel matters. Total	$7,299.20	$0.00	$0.00	$0.00	$7,299.20	6

		Employee Salary and Fringes: $140,671.10 = $105,831.00 Total Salary + $34,840.10 Total Fringes. Total Actual Amount to be paid by local county funds = $93,831.00 Total Salary + $32,241.70 Total Fringes = $126,072.70. 100% of Supplemental Pay to be paid by the Hidalgo County Juvenile Drug Court Grant & the Hidalgo County LIFELINES Girls Juvenile Mental Health Court Grant = $14,598.40 ($12,000.00 Total Salary + $2,598.40 Total Fringes.) Each grant to pay Supplemental Pay at a rate of 50%. Total Actual Amount to be paid from the Hidalgo County LIFELINES Girls Juvenile Mental Health Court Grant = $6,000.00 Total Salary + $1,299.20 Total Fringes = $7,299.20.						
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	Individual Therapy sessions to be provided as part of program at a rate of $50 hr. Contractor will be secured and compensated in adherence to all applicable standards, orders, regulations and approved procurement policy and procedures set by Hidalgo County, to include Request for Proposal (RFP) Process. Cost Breakdown: Individual Rate of $50 hr. x 25 clients = $1,250 x 12 weeks = $15,000. Rate: $50 hr.	$15,000.00	$0.00	$0.00	$0.00	$15,000.00	0
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	Group Therapy Sessions (group) to be provided as part of the program. Contractor will be secured and compensated in adherence to all applicable standards, orders, regulations and approved procurement policy and procedures set by Hidalgo County, to include Request for Proposal (RFP) Process. Cost Breakdown: $25 hr. x 25 clients = $625 x 2 x per week = $1,250 x 12 weeks= $15,000. Rate: $25 hr.	$15,000.00	$0.00	$0.00	$0.00	$15,000.00	0
Contractual and Professional Services	Curriculum Development and/or Implementation Services	We will follow county procurement policy and procedures to hire a contractor to facilitate and lead education and outreach efforts, leading the planning, management, and implementation of the agency's Annual Girls Voice Conference. A conference designed for personal growth and skill development that will help program participants overcome the challenges they may face. To choose their own identity and pathway by learning to implement the strategies for an empowered and healthy mindset. Conference to be provided by the	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0

		following Vendor: Christina Amelia Vasquez DBA Creative Being on DATE TBD for active LIFELINES program participants. Total Cost of Annual Girls Voice Conferences not to exceed: $2,500.00.						
Travel and Training	In-State Registration Fees, Training, and/or Travel	Texas Association of Specialty Court Annual Conference. Relevance: The TASC Annual Conference provides sessions/workshops that present best practices in service delivery; collaboration and justice programming that enhance outcomes for participants in treatment courts, including juvenile drug treatment courts; presents research findings, feature data analysis and highlighted evidence-based practices to incorporate in proposed program. On March 24-26, 2025 in Corpus Christ, Texas. Cost Breakdown: Training for 4 people (Judge, Court Coordinator, Probation Officer, and Case Manager. This includes: $1,200 Registration ($300 x 4 = $1,200) + $1,000 Airfare ($250 x 4 = $1,000) + $ 1,056 Meals & Incidentals ($66 per day x 4 days = $264 x 4 =$1,056) + $1,050 Lodging ($175 x 2 rooms = $350 x 3 nights = $1,050) = $4,306.00	$4,306.00	$0.00	$0.00	$0.00	$4,306.00	0
Travel and Training	In-State Incidentals and/or Mileage	Mileage reimbursement for Case Manager and/or Specialty Court Program Coordinator to conduct necessary home visit(s), school visit(s) and/or field visit(s) for active program participant(s). Visits will be conducted to monitor and ensure participant program progress and/or to address intervention/trauma/crises and explore education/resources/needs for services. To be reimbursed at the local county current approved rate of: $0.670 per mile. Breakdown: $0.670 rate per mile x 4500 estimated number of miles during this grant period = $3,015.00. Total Maximum Cost for estimated mileage reimbursement not to exceed = $3,015.00.	$3,015.00	$0.00	$0.00	$0.00	$3,015.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	National Council of Juvenile and Family Court Judges (NCJFCJ) 88th Annual Conference. Relevance: Conference features amazing presentations on current and cutting-edge topics that will inspire, provoke, and precipitate discussions about issues facing the juvenile and family court system. Plenary sessions highlighted by	$6,504.00	$0.00	$0.00	$0.00	$6,504.00	0

		topic-specific training tracks on family law, juvenile justice, child welfare, and family violence; as well as tracks featuring practical and innovative solutions. This conference is judicially focused and open to all those interested in the improvement of juvenile and family justice. Date & Location TBD for 4 people (Judge, Court Coordinator, Probation Officer, Case Manager. Judge Renee Betancourt is involved in the National Council of Juvenile and Family Court Judges and this conference offers training on Specialty Courts. Includes: $3,160 Registration ($790 x 4= $3,160) + $1,200 Airfare ($300 x 4= $1,200) + $1,320 Meals & Incidentals ($66 X 5 days = $330 x 4 = $1,320) + $824 Lodging ($103 x 2 rooms = $206 x 4 nights = $824) = $6,504.00.						
Supplies and Direct Operating Expenses	Laptop System and Accessories ($5,000 or less per unit)	1 Laptop to be utilized by the Specialty Court Program Coordinator to keep all data and maintain/manage grants for the Hidalgo County Juvenile Drug Court Program and the Hidalgo County LIFELINES Girls Mental Health Court Program. Total Cost = $3,000.00. 50 % to be covered by the Hidalgo County LIFELINES Girls Juvenile Mental Health Court Grant Program = $1,500.00.	$1,500.00	$0.00	$0.00	$0.00	$1,500.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Consumables used regularly in office environment to execute administrative tasks of the program including case management, program planning, and other related activities. To include Pens, Pencils, Markers, Note Pads, Composition Books, Post-It-Notes, copier paper, Index Cards, Labels, File Folders, File Organizers, Envelopes, Staplers, Scissors, Tape, Pushpins, Binders, Paper Clips, Rubber bands, Desktop Toner Cartridges, Dividers, Staples, Tape Dispenser, Highlighters, Trash Can, Desk File Holders, Wall File Holders, Clipboard, Colors, Yearly Calendar, Tri-Fold Cardboard Poster Board and Whiteout Correction Tape, door stops, paper protectors, bulletin cork board and poster board frames. Total Cost = $2,000.00.	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0

DATE: September 17, 2024

DEPARTMENT HEAD: Dagoberto Soto, Jr., Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for 449th DC Juvenile Mental Health Court

ACCOUNT NUMBER: 4-1286-423-00-011-004-5-XXX

Contact Person: Jonathan Sanchez Ph#: Ext. 5407

2024
Appropriation

AI-96604/CC 09.17.2024

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
4-1286-423-00-011-004-5- 113	GIRLS JUV MH CRT-	REG. F/T EMPLOYEES	46,836.54
4-1286-423-00-011-004-5- 117	GIRLS JUV MH CRT-	SUPPLEMENTAL PAY	6,000.00
4-1286-423-00-011-004-5- 211	GIRLS JUV MH CRT-	HEALTH INSURANCE	10,960.00
4-1286-423-00-011-004-5- 212	GIRLS JUV MH CRT-	LIFE INSURANCE	56.16
4-1286-423-00-011-004-5- 220	GIRLS JUV MH CRT-	FICA	4,035.60
4-1286-423-00-011-004-5- 230	GIRLS JUV MH CRT-	RETIREMENT	7,557.75
4-1286-423-00-011-004-5- 250	GIRLS JUV MH CRT-	UNEMPLOYMENT COMP	316.52
4-1286-423-00-011-004-5- 320	GIRLS JUV MH CRT-	PROFESSIONAL SVCS	2,500.00
4-1286-423-00-011-004-5- 331	GIRLS JUV MH CRT-	PHYSICIAN SVCS	30,000.00
4-1286-423-00-011-004-5- 581	GIRLS JUV MH CRT-	TRAVEL IN COUNTY	3,015.00
4-1286-423-00-011-004-5- 583	GIRLS JUV MH CRT-	TRAVEL OUT OF COUNTY	6,450.00
4-1286-423-00-011-004-5- 584	GIRLS JUV MH CRT-	REGISTRATION FEES	4,360.00
4-1286-423-00-011-004-5- 610	GIRLS JUV MH CRT-	GENERAL SUPPLIES	2,000.00
4-1286-423-00-011-004-5- 660	GIRLS JUV MH CRT-	FURN. & EQUIP CONTRLD	1,500.00
			AC
4-1286-334-10-011-004-5- 000	*GIRLS JUV MH CRT-*	*REVENUES*	*125,587.57*
			AC
		TOTAL BUDGET INCREASE (DECREASE)	**125,587.57**

AC

REASON: Appropriation of funds in relation to the grant award from the Office of the Governor-Criminal Justice Division for the Juvenile Mental Health Court program. **Grant period, FY 2025 is from 9-1-2024 to 8-31-2025. Grant No. 4426103**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

REVIEWED
By Maria Munoz at 5:02 pm, Sep 13, 2024

Office of the Governor

Public Safety Office

Criminal Justice Division &
Homeland Security Grants Division

Grantee Standard Conditions and Responsibilities

September 2022

About This Document

In this document, grantees (also referred to as subrecipients) will find state and federal requirements and conditions applicable to grant funds administered by the Office of the Governor (OOG). These requirements and conditions are 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 E, Division 4 of the Texas Administrative Code; the Texas Grant Management Standards (TxGMS) published by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; 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.

For clarification or further information, please see the Guide to Grants and other support materials at https://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 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

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 has been or will be 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 the 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, Period of Performance, 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 financial management and grant administration system to ensure that all terms, conditions and specifications of the grant are met.

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 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.

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.

1.8 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.

1.9 False Statements by Grantee

By acceptance 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.

1.10 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.

1.11 Fraud, Waste, and Abuse

A. 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.

B. Restrictions and certifications regarding non-disclosure agreements and related matters. No grantee or subgrantee under this award, or entity that receives a procurement 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, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to 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 under this award to make subawards ("subgrants") or procurement contracts, or both:
    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 ("subgrant"), procurement contract, or subcontract under a procurement contract) 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.

These provisions apply to all grantees and subgrantees or subcontractors.

1.12 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.

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.

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.

1.13 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 amount 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.

1.14 Termination of the Agreement

OOG may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against OOG, upon 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 terminate 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.

1.15 Communication with Grantee

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

1.16 Limitation of Liability

To the extent allowed by law, 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, to the extent allowed by law, the 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.

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.

1.17 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.

1.18 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.

1.19 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.

1.20 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.

1.21 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.

1.22 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.

1.23 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.

1.24 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 OOG's or any federal funding agency's (i.e. DOJ or FEMA) 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 state fund sources is below and language for grants made through specific federal fund sources is included within the fund specific conditions memo.

For any state grant program: "This [website/report/study/project/etc.] is funded [insert "in part", if applicable] through a grant from the Public Safety Office 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)."

1.25 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:

A. Any work subject to copyright developed under an award or subaward; and

B. Any rights of copyright to which a grantee or subgrantee or subcontractor purchases ownership with state (or Federal) support.

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

A. Obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and

B. 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 52.227-14 (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.

1.26 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.

1.27 Project Commencement

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

1.28 Project 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.

1.29 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:

A. The Omnibus Crime Control and Safe Streets Act of 1968 (as amended - 42 U.S.C 3711 etseq.);

B. Victims of Crime Act (VOCA) program guidelines, including the VOCA Final Rule effective August 8, 2016 and included in 28 CFR 94;

C. 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. 106-386), 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;

D. The provisions of the current edition of the Department of Justice Grants Financial Guide;

E. 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 (OJP) policies and requirements adopted by OOG related to human subjects found in 28 CFR Part 46;

F. Section 2002 of the Homeland Security Act of 2002, as amended (P.L. 107-296) (6 U.S.C. § 603);

G. 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 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 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.

H. All other applicable Federal laws, orders, circulars, or regulations.

1.30 Applicability of Part 200 Uniform Requirements for Federally Funded Awards

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 apply to any grants funded through an award from a Federal agency.

1.31 Required State Assurances

The grantee must comply with the applicable State Assurances included within TxGMS, which are incorporated here by reference in the award terms and conditions.

2 Organizational Eligibility

2.1 Good Standing for Eligible Grantees

A. 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.

B. The grantee agrees to remain in good standing with 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.

C. The grantee owes no delinquent taxes to any taxing unit of this State as of the effective date of this Grant Agreement.

D. 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 for additional information and guidance.

E. 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.

F. The grantee is currently in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of grantee's business or operations.

G. The grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

H. 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.

I. 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.

2.2 System for Award Management (SAM) Requirements

A. 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.

B. 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.

C. 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.

D. 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 Criminal History Reporting

Counties or other governmental entities required to maintain and report criminal history records per the Texas Code of Criminal Procedure, Ch. 60, must maintain compliance with that statute and Governor's Executive Order GA-07, Order 8, in order to obtain or maintain eligibility for OOG grant funds.

2.4 Uniform Crime Reporting

Local units of governments operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To maintain eligibility for funding, grantees must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, grantees are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

2.5 Immigration Related Matters

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code which prohibits local entity or campus police departments from: (1) adopting, enforcing, or endorsing a policy under which the entity or department prohibits or materially limits the enforcement of immigration laws; (2) as demonstrated by pattern or practice, prohibiting or materially limiting the enforcement of immigration laws; or (3) for an entity that is a law enforcement agency or for a department, as demonstrated by pattern or practice, intentionally violate Article 2.251, Code of Criminal Procedure.

2.6 *E-Verify*

A. 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.

B. 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 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.

    If this certification is falsely made, the Grant Agreement may be terminated.

C. If applicable, grantee will comply with Executive Order RP-80 regarding the U.S. Department of Homeland Security's E-Verify system.

2.7 *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.

2.8 *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, Hurricane Harvey, or any other disaster, as defined by section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under section 2155.006 and 2261.053 of the Texas Government Code, the grantee certifies that the entity named in this Grant Agreement 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.

2.9 *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.

2.10 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:

A. Texas General Appropriations Act, Art. IX, Parts 2, 3, and 5, except there is no requirement for increased salaries for local government employees;

B. 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;

C. 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;

2.11 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.

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:

A. A copy of the recipient's 501(c)(3) designation letter;

B. A letter from the State of Texas stating that the recipient is a non-profit organization operating within Texas; or

C. A copy of the grantee's Texas certificate of incorporation that substantiates its non-profitstatus.

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

Church, mosque, and synagogue recipients of Nonprofit Security Grant Program funding are not required to apply for and receive a recognition of exemption under section 501(c)(3). Such organizations are automatically exempt if they meet the requirements of section 501(c)(3).

2.12 Special Requirements for Facilities or Entities that Collect Sexual Assault/Sex Offense Evidence or Investigates/Prosecutes Sexual Assault or other Sex Offenses

Texas Government Code, Section 420.034, requires any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, to participate in a statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Failure to comply with the requirements of Chapter 420, Subchapter B or Subchapter B-1, of the Texas Government Code may be used to determine ongoing eligibility for receiving OOG grant funds.

2.13 Firearm Suppressor Regulation

Texas Government Code, Section 2.103, prohibits state agencies, municipalities, counties, special districts or authorities, as defined in Section 2.101 of the Texas Government Code, from receiving state grant funds if the entity adopts a rule, order, ordinance, or policy that enforces or allows the enforcement of a federal law that purports to regulate a firearm suppressor if the federal statute, order, rule or regulation imposes a prohibition, restriction, or other regulation that does not exist under the laws of the State of Texas.

2.14 Enforcement of Public Camping Bans

Local Government Code, Section 364.004, prohibits municipalities or counties, as defined in Section 364.001 of the Local Government Code, from receiving state grant funds if a judicial determination is made that the local entity adopts or enforces a policy, as described in Section 364.002 of the Local Government Code, that prohibits or discourages the entity from the enforcement of any public camping ban. The Comptroller of Public Accounts has adopted rules at Title 34, Part 1, Rule §20.600 applicable to implementation of Local Government Code, Section 364.004 requiring that in the event that a local entity receiving state grant funds is sued by the Attorney General under Local Government Code, Section 364.003 or such a case reaches a final judicial determination, the local entity must immediately disclose the lawsuit or judicial determination to all state agencies that oversee programs from which the entity currently receives state grant funds.

2.15 Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure

Texas Government Code, Chapter 113 and Section 2274.0102, prohibits an entity or company from entering into an agreement with a company or entity that is headquartered in, owned by, or the majority of stock is held or controlled by China, Iran, North Korea, Russia or a country designated by the governor as a threat to critical infrastructure, as defined in Section 113.001 or Section 2274.0101 of the Texas Government Code, if the agreement is related to and grants access to or control of critical infrastructure in the State of Texas.

3 Civil Rights

3.1 Compliance with Civil Rights and Nondiscrimination Requirements

A. The grantee will comply with all State and Federal statutes relating to civil rights and 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 civil rights and 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 1975, 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. Title I, II, and III of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities;
10. 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, including but not limited to:
    i. **Section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968** (codified at 34 U.S.C. 10228(c); see also 34 U.S.C. 11182(b)),
    ii. **Section 1407(e) of the Victims of Crime Act of 1984** (codified at 34 U.S.C. 20110(e))
    iii. **Section 40002(b)(13) of the Violence Against Women Act of 1994** (codified at 34 U.S.C. 12291(b)(13))

C. A nondiscrimination provision that deals with discrimination in employment on the basis of religion is read *together* with the pertinent provisions of the Religious Freedom Restoration Act of 1993. As a result, even if an otherwise-applicable nondiscrimination provision states that a recipient or subrecipient may not discriminate in employment based on religion, an OJP recipient or subrecipient

that is a faith-based organization *may* consider religion in hiring, *provided* it satisfies particular requirements. Additional information on those requirements can be found at https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm#4.

D. Collectively, these federal laws prohibit a grantee from discriminating either in employment (subject to the exemption for certain faith-based organizations discussed in C. above) or in the delivery of services or benefits on the basis of race, color, national origin, sex, religion, or disability.

E. 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), or sex 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.

F. **All recipients of Department of Justice Grants** must review the Information on Civil Rights for grantees posted on the eGrants website. More information on Civil Rights and Nondiscrimination requirements for grantees receiving funding originating from the Department of Justice can be found at https://ojp.gov/about/ocr/statutes.htm.

3.2 Limited English Proficiency

The grantee will comply with Title VI 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. More information can be found at http://www.LEP.gov.

3.3 Equal Employment Opportunity Plan

All recipients of Department of Justice grants must submit the Equal Employment Opportunity Plan (EEOP) certification information to the Office of Civil Rights, Office of Justice Programs through their on-line EEOP Reporting Tool. For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at https://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.

4 Personnel

4.1 Overtime

Overtime is allowable to the extent that it is included in the 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.

4.2 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 Travel

5.1 Travel Policies

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

6 Contracts and Procurement

6.1 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.

A. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition.

B. When any contractual or equipment procurement is anticipated to be in excess of Simplified Acquisition Threshold, 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.

C. 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.

6.2 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.

6.3 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.

6.4 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

7 Equipment Requirements

7.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is 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 or TxGMS, 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, mobile/portable radios, and unmanned aerial vehicle (UAV) drones. (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 Process User's Guide, Appendix A, available on the internet, for the most current listing.) The equipment and inventory procedures include:

A. 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.

B. At least every two (2) years, grantee must take a physical inventory and reconcile the results with property records.

C. 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.

D. 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 TxGMS; however, as between OOG and the grantee title for equipment will remain with the grantee, unless TxGMS requires otherwise.

7.2 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.

7.3 Automated License Plate Readers

Any grantee 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.

8 Information Technology

8.1 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.

8.2 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.

8.3 Blocking 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.

8.4 Cybersecurity Training

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible.

9 Indirect Costs

9.1 Approved Indirect Cost Rate

If indirect costs are allowable under an award, the Indirect Cost Budget Category will be available on the Budget tab. Grantees choosing to apply indirect costs to the award (except for those choosing to use a de minimis rate as described in 2 CFR § 200.414(f)) must have an approved indirect cost rate agreement with their cognizant agency (see 2 CFR § 200 Appendix III-VII for assigned cognizant agencies). 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.

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.

9.2 De Minimis Rate

In accordance with 2 CFR § 200.414(f) and TxGMS, grantees of federal or state funds that do not have a current negotiated (including provisional) rate may elect to charge a de minimis rate of 10% of modified total direct costs, which may be used indefinitely. A grantee 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 its election, and must comply with all associated requirements in 2 CFR § 200.414(f) and TxGMS.

10 Audit and Records Requirements

10.1 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 TxGMS.

10.2 Single Audit Requirements

Any grantee expending more than $750,000 in state or $750,000 in federal funds in a fiscal year is subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements or the requirements in TxGMS.

The audit must be completed and the data collection and reporting package 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. A copy of the Single Audit Report Package or a notification email stating the date the Single Audit Report Package was uploaded to the Federal Audit Clearinghouse must be sent the Governor's Office of Compliance and Monitoring within nine months or less of the grantee's fiscal year end date. Documents must be emailed to OCM-FMU@gov.texas.gov

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 complete and sign a ***Single Audit Reporting Exemption Form*** within nine months or less of their fiscal year end date. Exemption Forms are available by fiscal year end date on eGrants in the Updates section and Single Audit links. This form must be emailed to OCM-FMU@gov.texas.gov.

10.3 Cooperation with Monitoring, Audits, and Records Requirements

A. 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.

B. 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 and/or site visits.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

10.4 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.

10.5 Records Retention

A. 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.

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

   1. The grantee must retain these records and any supporting documentation until the third anniversary of the later date of (1) the submission of the final expenditure report, or (2) the resolution of all issues that arose from any litigation, claim, negotiation, audit, or administrative review involving the grant.

   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 the Federal Funding Agency may direct a grantee to retain documents for longer periods of time or to transfer certain records to OOG or federal custody when OOG or the 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.

The grantee must include the substance of this Section in all subcontracts.

C. 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.

11 Prohibited and Regulated Activities and Expenditures

11.1 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.

11.2 Political Activities

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

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

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

11.3 Generally Prohibited Expenditures

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

A. Costs of advertising and public relations designed solely to promote the governmental unit;

B. Costs of international travel[1];

C. Costs of entertainment, including amusement, diversion, and social activities and any costs

[1] In certain circumstances international travel may be allowed under the Homeland Security Grant Program with prior written approval from the US Department of Homeland Security, Federal Emergency Management Agency (FEMA).

directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities);

D. Fundraising;

E. Lobbying;

F. Alcoholic beverages;

G. Costs to support any activity that has as its objective funding of sectarian worship, instruction, or proselytization; and

H. Promotional items and memorabilia, including models, gifts, and souvenirs.

11.4 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.

11.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), prohibits the purchase of certain telecommunications and video surveillance services or equipment from specified entities. For more information on this prohibition please refer to Public Law No. 115-232 at https://www.congress.gov/bill/115th-congress/house-bill/5515/text?format=txt.

12 Financial Requirements

12.1 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 OOG 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

12.7 Liquidation Period

The liquidation date is ninety (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.

12.8 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.

12.9 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.

13 Required Reports

13.1 Measuring, Reporting, and Evaluating Performance

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

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.

13.2 Report Formats, Submissions, and Timelines

The grantee shall provide to OOG all applicable reports in a format and method specified 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.

13.3 Failure to File Required Reports

Failure to comply with submission deadlines for required reports, Financial Status Reports, 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.

Elizabeth Luna <elizabeth.luna@auditor.co.hidalgo.tx.us>

Fwd: 449TH DC - ACCEPTANCT OF GRANT AWARDS #4426003 #4426103

1 message

Javier Flores <javier.flores@auditor.co.hidalgo.tx.us>
To: Elizabeth Luna <elizabeth.luna@auditor.co.hidalgo.tx.us>

Good morning

Please review the information below.

Thank you
--
Javier Flores
Accountant III
Hidalgo County Auditor's Office
2808 S. Business HWY 281
Edinburg, TX 78539
Phone (956) 318-2511 Ext.4677
Fax (956) 318-2577
javier.flores@auditor.co.hidalgo.tx.us
Attachments area

---------- Forwarded message ---------
From: **Melissa Flores** <melissa.flores@co.hidalgo.tx.us>
Date: Fri, Sep 6, 2024 at 1:26 PM
Subject: Re: 449TH DC - ACCEPTANCT OF GRANT AWARDS #4426003 #4426103
To: Sandra de Leon <sandra.deleon@co.hidalgo.tx.us>
Cc: Javier Flores <javier.flores@auditor.co.hidalgo.tx.us>

Thank you so much Sandra, greatly appreciate you!

Melissa Flores
Court Coordinator
449th District Court
1001 N. Doolittle Road
Edinburg, Texas 78542
Office #: (956) 381-0744 ext. 6582

On Fri, Sep 6, 2024 at 1:12 PM Sandra de Leon <sandra.deleon@co.hidalgo.tx.us> wrote:

> Ms. Melissa,
>
> I am in receipt of your request and have asked Chief Sulemana for approval (since it's a ratification). Once he approves, I will accept the grants. If there are any questions or concerns, I'll let
>
> Sandra C. De Leon, Executive Assistant III
> **Office of County Judge Richard F. Cortez**
> 100 East Cano, Suite 201
> Edinburg, Texas 78539
> 956-318-2600 ext. 5029
> 956-318-2699 Fax
>
>
>
>
> On Fri, Sep 6, 2024 at 12:49 PM Melissa Flores <melissa.flores@co.hidalgo.tx.us> wrote:
>
> > Good Afternoon Sandra,
> >
> > Hope this email finds you doing well!
> >
> > This email serves as a request to Accept 2 Grant Awards in relation to the:
> >
> > 1. FY 2025 Hidalgo County Juvenile Drug Court Grant Program in the amount of $131,321.01 from the Office of the Governor, Public Safety Office - Criminal Justice Division, for Judge as authorized official to accept award electronically.
> >
> > **Grant Number: 4426003**
> > AI - 93892

4426003	NewMail	Pending AO Acceptance of Award[FUND HOLD] [BLI HOLD]	9/17/2024	DC	Jeni M

CC 1/23/24 - CC Approval to submit application for the FY2025 Hidalgo County Juvenile Drug Court Grant Program.

2. FY 2025 Hidalgo County LIFELINES Girls Juvenile Mental Health Court Grant Program in the amount of $125,587.57 from the Office of the Governor, Public Safety Office - Crir authority for the County Judge as authorized official to accept award electronically.

Grant Number: 4426103
AI - 93899
CC 1/23/24 - CC Approval to submit application for the FY2025 Hidalgo County LIFELINES Girls Juvenile Mental Health Court Grant Program.

4426103	NewMail	Pending AO Acceptance of Award[FUND HOLD] [BLI HOLD]	9/17/2024	DC	Jeni Morales	9/1/2024	8/31/2025	LIFELINES Girls Juvenile Mental Health Court	Hidalgo County	FY2025 Specialty Courts Program Announcement

Please be informed that I currently do not have the approved minutes by CC for the acceptance of grant awards; however, I have placed the items on the agenda for th attached). Also, please know that I am requesting the acceptance of the awards to be conducted prior to our next CC meeting, due to the deadline for acceptance scheduled on tl is requesting that we accept and ratify the awards to avoid any issues, such as the OOG Grant System not working and/or time constraints on our end - that would directly affect us

Do not hesitate to reach out should you have any questions.

Sincerely,

Melissa Flores
Court Coordinator
449th District Court
1001 N. Doolittle Road
Edinburg, Texas 78542
Office #: (956) 381-0744 ext. 6582

Statement of Grant Award (SOGA)

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 E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) 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:	4426103	**Award Amount:**	$125,587.57
Date Awarded:	9/3/2024	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2024 - 08/31/2025	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2025	**Grantee GPI:**	$0.00
Program Fund:	DC-Specialty Courts Program	**Total Project Cost:**	$125,587.57
Grantee Name:	Hidalgo County		
Project Title:	LIFELINES Girls Juvenile Mental Health Court		
Grant Manager:	Jeni Morales		
Unique Entity Identifier (UEI):	LHACK1UL6NR3		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2025-DC-ST-0012
Total Federal Award/State Funds Appropriated:	$12,000,000.00

REVIEWED
By Maria Munoz at 5:04 pm, Sep 13, 2024

Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the program is to support specialty courts as defined in Chapter 121 of the Texas Government Code, which incorporate the essential characteristics of: 1) Family Drug Court Programs from Chapter 122 of the Texas Government Code; 2) Drug Court Programs from Chapter 123 of the Texas Government Code; 3) Veterans Court Programs from Chapter 124 of the Texas Government Code; 4) Mental Health Court Programs from Chapter 125 of the Texas Government Code; or 5) Commercially Sexually Exploited Persons Court Programs from Chapter 126 of the Texas Government Code.

REVIEWED
By Maria Munoz at 5:04 pm, Sep 13, 2024