Office of the Governor

Public Safety Office

Criminal Justice Division &
Homeland Security Grants Division

Grantee Standard Conditions and Responsibilities

September 2026

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 and accepted by a Grantee'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 this Grant Agreement, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783. Texas Government Code; Title 34, Part 1, Chapter 20, Subchapter E, Division 4, 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 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 (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. The 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 this Grant Agreement. 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, including all attachments, is the full and complete expression of and constitutes the entire Grant 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. By executing this Grant Agreement, Grantee agrees to comply with the requirements and obligations of this Grant Agreement, including all attachments.

If any term or provision of this Grant Agreement is found to be void or unenforceable by any authority with jurisdiction to reach such a determination, the Parties agree the remaining provisions of this Grant Agreement shall not be affected and will continue in full force and effect. If one or more of the provisions contained in this Grant Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, by an authority with jurisdiction to reach such a determination, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the resulting agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Expiration, termination, or cancellation of this Grant Agreement for any reason does not release the Grantee from any provision set forth in this Grant Agreement that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding Maximum Liability of the OOG, as set forth in Section 1.3, acceptance of work performed, invoicing and payment, return of funds, audit rights, rights upon termination, dispute resolution, subcontractors, transition, Media releases or pronouncements, confidentiality, Texas Public Information Act, information security/privacy, Intellectual property rights, return of ownership of Works, records retention, indemnification, warranties, limitations of liability, dispute resolution, applicable law and venue, and sovereign immunity.

The captions and headings of the Sections of this Grant Agreement are for convenience only and shall not affect the construction or interpretation of this Grant Agreement's substantive terms.

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. The OOG, at its sole discretion, and upon written notice by the 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 the OOG, at any time, during the term of this Grant Agreement.

The Grantee has no right or entitlement to reimbursement with grant funds. The 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 liability of the OOG is void unless an 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 the OOG in excess of the "Maximum Liability of the OOG" as set forth in the Statement of Grant Award (SOGA).

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

Notwithstanding the forgoing provisions in this section, if any of the following circumstances arises, the OOG reserves the right to amend the Grant Agreement through execution of a unilateral agreement, which the OOG will provide to the Grantee: (i) to correct an obvious clerical error in the Grant Agreement; (ii) to incorporate new or revised federal or state laws, regulations, rules, or policies that are required to be included as part of the Grant Agreement; (iii) to change the designated OOG contact

person or mailing address for the Grant Agreement; or (iv) to change the designated Grantee's contact person or mailing address for the Grantee.

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 the 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 Grantee 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 the 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 the OOG to require performance by the Grantee under the Grant Agreement will not affect the right of the OOG to require performance or strict performance in the future. No consent, delay, failure, or waiver of the OOG's exercise or partial exercise of any right or remedy under the Grant Agreement shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by the OOG of any breach of any term of the Grant Agreement will not be construed as a waiver of any continuing or successive breach.

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

1.7 Texas Public Information Act.

The Grantee acknowledges that the State of Texas, the OOG, and this Grant Agreement are subject to the Texas Public Information Act (the "PIA"). The Grantee agrees that the 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 the OOG in the production of documents or information responsive to a request for information. Information provided by or on behalf of the Grantee 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 the OOG or State of Texas or any other entity in accordance with this Grant Agreement. Merely making a blanket claim that 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. The OOG agrees to notify the Grantee in writing within a reasonable time if all or part of the Confidential Information is requested under the PIA. Failure of the Grantee to timely respond to such notification may result in the release of all or part of the Confidential Information as public information. It is the Grantee's obligation to timely submit briefing to the Office of the Attorney General of Texas in accordance with the PIA, setting forth the legal basis upon which the requested information may not be subject to disclosure. The OOG assumes no responsibility for asserting legal arguments to the Office of the Attorney General of Texas on behalf of Grantee.

The Grantee will notify the OOG within twenty-four hours of receipt of any third-party requests for information that was provided to the Grantee by the OOG or the State of Texas. The Grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in PDF, Microsoft Word, Microsoft Power Point, or Microsoft Excel formats at no additional charge to the OOG or the State of Texas.

1.8 *Bankruptcy*.

If applicable, the Grantee shall notify the OOG in writing within ten calendar days if the Grantee becomes subject to any proceedings for bankruptcy, insolvency, reorganization, arrangement, winding-up, or composition or adjustment of debts, whether such proceedings are instituted by or against the Grantee. In the event of such proceedings involving the Grantee, the OOG, in its sole discretion, may terminate this Grant Agreement for cause.

1.9 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, the OOG, in its sole discretion and consistent with any applicable OOG Administrative Rules, may take actions including, but not limited to:

1.9.1 Requiring the Grantee to cure the possible default within a reasonable time period specified by the OOG and to provide the OOG with sufficient information that supports a finding of cure by the OOG;

1.9.2 Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by the OOG;

1.9.3 Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;

1.9.4 Disallowing claims for reimbursement;

1.9.5 Wholly or partially suspending or terminating this grant;

1.9.6 Requiring return or offset of previous reimbursements;

1.9.7 Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the OOG until repayment to the OOG is made and any other compliance or audit finding is satisfactorily resolved;

1.9.8 Reducing the grant award maximum liability of the OOG;

1.9.9 Terminating this Grant Agreement;

1.9.10 Imposing a corrective action plan;

1.9.11 Imposing special conditions on the Grantee to ensure strict compliance with the Grant Agreement, including, but not limited to, the suspension, abeyance, or removal of any rights of the Grantee under this Grant Agreement;

1.9.12 Withholding further awards; and

1.9.13 Taking other remedies or appropriate actions.

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

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

1.10 *False Statements by Grantee.*

The Grantee represents and warrants that it is not making any false statements, representations, certifications, affirmations, warranties, or guarantee regarding the 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 the Grant Agreement with a false statement or if it is subsequently determined that the Grantee has not complied with any of the statements, representations, certifications, affirmations, warranties, or guarantees in the Grant Agreement, the Grantee shall be in default under the Grant Agreement, and the OOG may terminate or void the Grant Agreement for cause and pursue other remedies available to the OOG under the Grant Agreement and applicable law, including, but not limited to, the provisions of 31 USC §§ 3801-3809 and §§ 38113812, which detail the administrative remedies for false claims and statements made.

1.11 Conflict of Interest Safeguards; Former Executive Head, State Officer and Employees of the Agency.

The Grantee will establish safeguards to prohibit its employees from using their positions for purposes that constitute or present 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.

To the extent applicable, the Grantee certifies that this Grant Agreement is compliant, and will remain in compliance during the term of the Grant Agreement, with Sections 669.003 (Contracting with Executive Head of State Agency), 2252.901 (Contracts with Former or Retired Agency Employees), 572.069 (Certain Employment for Former State Officers and Employees Restricted), Texas Government Code, and 2155.004 (Prohibited Contracts due to Financial Prohibitions), Texas Government Code, and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.

1.12 Dealings with Public Servants Affirmation.

The Grantee affirms that is has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this 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.

1.13 *No Claims*.

The Grantee certifies that the Grantee does not have any potential or existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

1.14 *Fraud, Waste, and Abuse*.

A. The Grantee understands that the OOG does not tolerate any type of fraud, waste, or misuse of funds received from the OOG. The 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, policies of the OOG, 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 but not limited to 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 the OOG that is made against the Grantee, the Grantee is required to immediately notify the OOG of said allegation or finding and to continue to inform the OOG of the status of any such on-going investigations. The Grantee must also promptly refer to the 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 the 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 the 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 the 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 the OOG.

The Grantee is expected to report any possible fraudulent or dishonest acts, waste, or abuse to the 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 Grantee:

    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 the 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 an 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 the OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the OOG.

These provisions apply to all Grantees and subgrantees or subcontractors.

1.15 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.

1.16 Applicable Law and Venue.

This Grant Agreement is made and entered into in the State of Texas. The Grant Agreement and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, 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 exclusively in the Travis County District Court or the United States District Court, Western District of Texas - Austin Division. Venue for any action, suit, litigation, or other proceeding initiated by the OOG arising out of or in any way relating to this Grant Agreement may be in a Texas state district court or a United States District Court selected by the 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 defending any such litigation. The Grantee hereby waives and agrees not to assert as a defense, or otherwise, in any suit, action, or proceeding, any claim that the Grantee is not 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.

1.17 *No Waiver of Immunity*.

The OOG is immune from suit and from liability. No part of the Grant Agreement, nor the conduct or statement of any person, will be construed as a waiver of sovereign immunity or official immunity, or of

any of the privileges, rights, defenses, remedies, or immunities available to the OOG, or the State of Texas, or their officers, employees, or agents, as provided by law.

1.18 Funds Limited by Agreement and Subject to Availability.

The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the OOG in excess of the funds delineated in this Grant Agreement. The Grantee agrees that funding for this grant is subject to the actual receipt by the OOG of grant funds (state and/or federal) appropriated to the OOG for the grant program. The Grantee agrees that the grant funds, if any, received from the OOG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of this grant, as well as any applicable conditions of federal funding. The Grantee agrees that notwithstanding any other provision of this grant, if the OOG is not appropriated the funds or if the OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, then the OOG may reduce the grant award amount or terminate this Grant Agreement without cost or penalty. If the 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 the OOG upon written notice to Grantee.

1.19 Notice of Possible Default; Opportunity to Cure; Cure

1.19.1 The OOG, in its sole discretion, shall determine whether the Grantee has acted or failed to act in such a manner that gives rise to an act of possible default under this Grant Agreement. The OOG shall give written notice to the Grantee setting forth the circumstances that support the OOG's determination of possible default.

1.19.2 *Acts of Possible Default*. The OOG may consider each of the following to be an act of possible default under this Grant Agreement:

1.19.2.1 *Failure to Progress with Grant Agreement*. Failing to make progress on the grant project;

1.19.2.2 *Failure to Perform or Comply with an Obligation, Term, Condition, or Provision of this Grant Agreement*. Failing to perform or comply with an obligation, term, condition, or provision of this Grant Agreement or any OOG policies, procedures, guidelines, corrective action plans, or sanctions applicable to this Grant Agreement;

1.19.2.3 *Failure to Provide Required Reports and Other Documentation*. Failing to provide required reports, information, documentation, or other information required under this Grant Agreement;

1.19.2.4 *Failure to Return Grant Funds*. Failing to timely return grant funds as may be required by this Grant Agreement; and

1.19.2.5 *Failure to Comply with Certifications and Warranties; False Statements.* Failing to truthfully certify any of the statements, representations, certifications, affirmations, warranties, or guarantees; executing this Grant Agreement with a false statement; or during the term of this Grant Agreement, violating any of the statements, representations, certifications, affirmations, warranties, or guarantees included in this Grant Agreement.

1.19.3 *Opportunity to Cure*. The OOG shall give the Grantee at least thirty calendar days to cure the possible default and to provide the OOG sufficient information that supports a finding of cure by the OOG.

1.19.4 *Cure*. If the OOG is satisfied that the Grantee has cured the event of possible default, the OOG shall give written notice to the Grantee. The OOG will be guided by good faith and reasonableness in determining, in the sole discretion of the OOG, whether the Grantee has cured the possible default.

1.19.5 *Default*. If the OOG is not satisfied that the Grantee has cured the possible default, the Grantee shall be in default hereunder, and the OOG shall give written notice to the Grantee declaring such default.

1.19.6 *Repeated Acts of Possible Default*. If the Grantee commits more than two independent acts of possible default, even if each possible default was cured, the OOG may determine the Grantee is in default of this Grant Agreement. Notwithstanding any other provision of this Grant Agreement, the OOG is not required to give Grantee any notice of default or an opportunity to cure in this event.

1.20 Termination of the Agreement.

1.20.1 *Convenience of the State*. The OOG may, at its sole discretion and at its sole option, terminate this Grant Agreement, in whole or in part, without recourse, liability, or penalty against the OOG, by notifying the Grantee in writing of such termination. Such notification of termination shall state the effective date of such termination, and if no effective date is specified, the termination shall be effective upon the date of the notification.

1.20.2 *Cause or Default*. In the event Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, or if the Grantee is in default and has failed to cure such default after having received notice and an opportunity to cure, the OOG may terminate all or any part of this Grant Agreement for cause. If the Grantee's breach is based on more than two independent acts of uncured default or is of a nature such that it cannot be cured within thirty calendar days, then the OOG may terminate all or any part of this Grant Agreement immediately without opportunity to cure. In either case, the OOG will notify the Grantee of the default. Such notification of Termination shall state the effective date of such termination, and if no effective date is specified, the termination shall be effective upon the date the notification was sent.

1.20.3 *Agreed Termination*. The OOG and Grantee may mutually agree to terminate this Grant Agreement. The 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.

1.20.4 *Termination Not Exclusive Remedy*. 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 the OOG, Grantee shall continue to be obligated to the OOG for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the 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 the OOG, in its sole discretion, to be reasonable and necessary to cost-effectively terminate the grant, subject to the availability of funds as set forth in Section 1.18. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Grantee from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.21 Remedies Upon Termination or Expiration.

Notwithstanding any exercise by the OOG of its rights of early termination pursuant to this Section, the Grantee shall not be relieved of any liability to the OOG for damages due to the OOG by virtue of any breach of the Grant Agreement by the Grantee or for amounts otherwise due the OOG by the Grantee. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under the Grant Agreement to enforce the terms of the Grant Agreement, or to recover damages for the breach of any agreement being derived from the Grant Agreement. The Grantee shall remain liable for all covenants and indemnities under the Grant Agreement and for all costs and expenses, including court costs, incurred by the OOG with respect to the enforcement of any of the remedies listed in the Grant Agreement.

1.22 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.

1.23 *Limitation of Liability*.

1.23.1 *Acts or Omissions*.

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE AGREES TO INDEMNIFY, AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS, AND THEIR EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, VENDORS, ASSIGNEES, AND DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, SUITS, OR LIABILITIES, INCLUDING, WITHOUT LIMITATION, ALL RELATED COSTS, ATTORNEYS' FEES AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF GRANTEE OR ANY OF GRANTEE'S AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE ATTORNEY GENEARL OF TEXAS WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORENY GENERAL OF TEXAS. THE GRANTEE AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE OOG FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE OOG OR ITS EMPLOYEES.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the 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 the OOG or the State of Texas may have by operation of law.

1.24 Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity.

THE GRANTEE AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THE GRANT AGREEMENT, 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 APPLICABLE STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE OOG AND 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 WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE OF TEXAS EMPLOYEE OR EMPLOYEE OF THE OOG.

THE GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE STATE OF TEXAS, THE OOG, AND THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, VENDORS, AND ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THE GRANT AGREEMENT. THE GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE

COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS. THE GRANTEE AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

1.25 *Liability for Damage to Government Property*.

The Grantee shall be liable for all damages to State of Texas-owned, leased, or occupied property and equipment caused by the Grantee and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to this Grant Agreement. The Grantee shall notify the OOG in writing of any such damage within one calendar day.

1.26 *Compliance with Applicable Laws*.

The Grantee must comply with all applicable international, federal, state, and local laws in performing the grant project.

1.27 Force Majeure.

Except as otherwise provided in this Grant Agreement, neither the Grantee nor the OOG shall be liable to the other for any delay in, or failure of performance of, any requirement included in this Grant Agreement resulting from or caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance, to the extent allowable, until after the causes of delay or failure have been removed, provided the non-performing Party exercises all reasonable due diligence to perform. "Force majeure" is defined as acts of God, war, fires, explosions, hurricanes, revolution, terrorism, rebellion, insurrection, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. Each Party must inform the other in writing, with proof of receipt, within three (3) business days after the Party is affected by the force majeure, or otherwise waive this right as a defense. If non-performance under this provision continues for more than thirty (30) calendar days, the OOG may terminate this Grant Agreement with no further notice to Grantee.

1.28 *Unlawful Employment Practices*.

The Grantee represents and warrants that it shall not engage in unlawful employment discrimination, disparagement, harassment, retaliation, prejudice or violent behavior toward any group of people for any reason.

1.29 Debt to State.

The Grantee acknowledges and agrees that, to the extent Grantee owes or incurs any debt, child support, delinquent taxes, or other obligation 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 the Grantee owes the State of Texas until such debt or delinquent taxes are paid in full.

1.30 *Conflicts of Interest; Disclosure of Conflicts; Disclosure of Interested Parties*.

The Grantee represents and warrants that it has no actual or potential conflicts of interest in undertaking the grant project, and that the Grantee's participation in the grant project would not reasonably create an appearance of impropriety. The Grantee has a continual and ongoing obligation to immediately notify the OOG in writing, upon discovery of any actual or potential conflict.

1.31 Grantee an Independent Contractor.

The Grantee expressly agrees that Grantee is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of Grantee or any subcontractor of Grantee be considered an employee, agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas, by virtue of this Grant Agreement. 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 subcontractors shall be considered to be solely the employees or agents of the Grantee or the Grantee's subcontractors. The Grantee or Grantee's subcontractors shall be responsible for ensuring that any and all appropriate payments are made, such as vacation leave, sick leave, retirement benefits, health or disability benefits, taxes, 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 subcontractor 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 the OOG or the State of Texas.

The OOG is not responsible for any 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 of Grantee or any third parties under this Grant Agreement.

1.32 *Limitation on Authority*.

The Grantee shall have no authority to act for or on behalf of the OOG or the State of Texas unless expressly provided for by the OOG; no other authority, power, or use is granted or implied. The Grantee may not incur any debt, obligation, expense, or liability of any kind of behalf of the OOG or the State of Texas.

1.33 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 made in violation of this provision shall be voidable by the OOG.

1.34 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 the OOG or the Governor of the State of Texas.

1.35 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 or the Texas Public Information Act. This Section is not intended to and does not limit the OOG's duties and obligations to report this Grant Agreement, any grant payments made under this Grant Agreement, any grant compliance or performance information, or other state or federal reporting requirements applicable to the OOG.

1.36 Acknowledgement of Funding and Disclaimer.

All publications, including websites, produced in full or in part with grant funds awarded by the OOG must include an acknowledgement of the funding and a disclaimer of non-endorsement by the funding agency. In general, no publication may convey the 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)."

1.37 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. The 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 the 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) provisions

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 the OOG.

1.38 Project Period.

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

1.39 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 the OOG explaining the implementation delay. Upon receipt of the 90-day letter, the OOG may cancel the project and redistribute the funds to other project areas. The OOG may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

1.40 Project Close Out.

The 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 the OOG.

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

1.41 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 - 34 U.S.C. § 10101 et seq.);

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 the 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; and

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

1.42 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.

1.43 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 the 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 certifies that Grantee is in good standing under the laws of the jurisdiction in which it is formed or organized, and if requested, will provide the OOG with confirming documentation. The

Grantee certifies that it owes no delinquent taxes to any taxing unit of this State as of the effective date of this Grant Agreement. The Grantee agrees to remain in good standing with the Texas Secretary of State, the CPA, the United States government, and other governmental jurisdictions applicable to the provision of the activities required under this Grant Agreement, related to the Grantee's right to conduct its business during the Grant Agreement.

D. The Grantee certifies that 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* Office of Management and Budget (OMB) Circular A-129 for additional information and guidance.

E. The Grantee warrants and covenants it has or will obtain all licenses, certifications, approvals, permits, authorizations, or other legal approvals necessary for the performance of its obligations under this Grant Agreement at the Grantee's expense, and shall maintain such licenses, certifications, approvals, permits, authorizations, or other legal approvals during the term of this Grant Agreement without expense to the OOG. Grantee shall comply with any applicable laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations in connection with Grantee's obligations under this Grant Agreement. Grantee shall comply with all applicable federal and state health and safety standards.

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. Grantee agrees to comply and remain compliant with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

G. 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.

H. The Grantee certifies it does not have any potential or 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 certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List*, maintained by the CPA and the *System for Award Management* (SAM), maintained by the General Services Administration (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. Entities ineligible for federal procurement are listed at https://www.sam.gov. 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.

The Grantee further certifies that it will not knowingly enter into any contract, subcontract, or subgrant with an entity who is, or whose principals are, on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participating in this covered transaction.

The Grantee will ensure that this Section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specifically designated nationals list is included without modification in any contract, subcontracts, subgrants or solicitations for contract, subcontracts, or subgrants.

B. The OOG will adhere to the direction provided in US Presidential Executive Order (EO) 13224, "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 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 U.S. Presidential Executive Orders 12549 and 12689, "*Debarment and Suspension*", that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the [SAM]," in accordance with the OMB guidelines at 2 CFR 180 that implement U.S. Presidential 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. The Grantee further certifies that 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 EO 13224.

2.3 *Criminal History Reporting*.

Counties or other governmental entities required to maintain and report criminal history records per Chapter 66, Texas Code of Criminal Procedure, must maintain compliance with that statute and Governor Abbott's Executive Order GA-07, Order 8, in order to obtain or maintain eligibility for the OOG grant funds.

2.4 *Uniform Crime Reporting*.

Local units of governments operating a law enforcement agency must be current on reporting complete Uniform Crime Reporting data and the Texas specific reporting mandated by Section 411.042, Texas Government Code, 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.

The Grantee shall not permit any employees, nor any employee of its contractors, subcontractors, or subawards to perform any work on behalf of, or for the benefit of, the OOG in the United States without first ensuring said employee's authorization to lawfully work in the United States. The Grantee represents and warrants that it shall comply with all applicable United States immigration laws with respect to the employment of any individual who will perform labor or services in the United States

under this Grant Agreement, and that it shall require that all employees provide proof of identity and employment eligibility before they can work in the United States.

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 shall 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 2A.060, Texas Code of Criminal Procedure.

2.6 United States Department of Homeland Security's E-Verify System.

The Grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the United States Department of Homeland Security's E-Verify system to determine the eligibility of: all persons employed to perform duties within Texas, during the term of this Grant Agreement; and all persons, including contractors, subcontractors or subgrantees, employed or assigned by Grantee to perform work pursuant to this Grant Agreement within the United States of America. If this certification is falsely made, the OOG, in its sole discretion, may terminate this Grant Agreement with no prior notification and with no fault to the OOG.

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, 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 the OOG in writing within five 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 liable for such practices in such proceedings.

2.8 Prior Disaster Relief Contract Violation.

Grantee certifies that it has not, in the past five years, 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, Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053, Texas Government Code, the Grantee certifies that it is not ineligible to enter 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 *Disaster Recovery Plan.*

Upon request from the OOG, the Grantee shall provide to the OOG the descriptions of its business continuity and disaster recovery plans.

2.10 *Human Trafficking Prohibition.*

Under Section 2155.0061, Texas Government Code, the Grantee certifies that the individual or business entity named in the Grant Agreement is not ineligible to receive the specified Grant Agreement and acknowledges that the Grant Agreement may be terminated and payment withheld if this certification is inaccurate.

2.11 Terminated Contracts.

The Grantee certifies that it has not had a contract terminated or been denied the renewal of any contract for non-compliance with policies or regulations of any state or federally funded program within the past five 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.

2.12 *Legal and Regulatory Actions.*

The Grantee represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against the Grantee or any of the individuals or entities included in the Grant Agreement within the five calendar years immediately preceding the execution of this Grant Agreement that would or could impair the Grantee's performance under the Grant Agreement. If the Grantee is unable to make the preceding representation and warranty, then the Grantee instead represents and warrants that it has provided to the OOG a complete disclosure of any such court or governmental agency actions, proceedings, or investigations, etc. that would or could impair the Grantee's performance under the Grant Agreement, relate to the solicited or similar goods or services, or otherwise be relevant to the OOG's consideration of the Grant Agreement. In addition, the Grantee represents and warrants that it shall notify the OOG in writing within five business days of any changes to the representation or warranties in this clause and understands that failure to timely update the OOG shall constitute breach of the Grant Agreement and may result in immediate termination of the Grant Agreement.

2.13 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. Sections 556.004, 556.005, and 556.006, Texas Government Code, 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. Sections 2113.012 and 2113.101, Texas Government Code, 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;

2.14 Special Requirements for Non-Profit Grantees.

Each non-profit corporation receiving funds from the OOG must obtain and have on file a blanket fidelity bond that indemnifies the 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-profit status.

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).

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

Section 420.034, Texas Government Code, 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, Texas Government Code, may be used to determine ongoing eligibility for receiving OOG grant funds.

2.16 Special Requirements for County Sexual Assault Response Teams and County Commissioners' Courts.

Chapter 351, Subchapter J, Texas Local Government Code, requires counties in Texas to establish a sexual assault response team. The commissioners court of each county that receives a county adult sexual assault response team's biennial report during the preceding year must submit the response team's report to the Sexual Assault Survivors' Task Force not later than February 1 of each even-numbered year. Failure to comply with this requirement and the biennial response team reporting requirement may be used to determine ongoing eligibility for receiving OOG grant funds.

2.17 Firearm Suppressor Regulation.

Section 2.103, Texas Government Code, prohibits state agencies, municipalities, counties, special districts or authorities, as defined in Section 2.101, 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.

2.18 *Entities that Discriminate Against a Firearm Entity or Firearm Trade Association.*

If Grantee is required to make a certification pursuant to Section 2274.002, Texas Government Code, Grantee certifies that Grantee does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Grant Agreement against a firearm entity or firearm trade association. If Grantee does not make that certification, Grantee must indicate and explain why the certification is not required

2.19 *Vaccine Passport.*

To the extent applicable, the Grantee certifies that, pursuant to Section 161.0085, Texas Health and Safety Code, Grantee does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Grantee's business in Texas. The Grantee acknowledges that such a vaccine or recovery requirement in Texas would make the Grantee ineligible to enter into a Grant Agreement payable with state funds.

2.20 Enforcement of Public Camping Bans.

A local entity, as defined in Section 364.001 of the Local Government Code, must affirm in its application that it is not prohibited from receiving state grant funds under Local Government Code, Section 364.004. 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 Section 20.600, Texas Administrative Code, 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.

2.21 *Iran, Sudan, or Foreign Terrorist Organization*.

The Grantee represents that neither the Grantee, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Grantee, (i) is an entity listed by the Texas Comptroller of Public Accounts under Section 2252.153 or 2270.0201, Texas Government Code; (ii) constitutes a "scrutinized company," as defined by Section 2270.0001(9), Texas Government Code; or (iii) has contracts with, provides supplies or services to, or is otherwise engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. The term "foreign terrorist organization" and "designated foreign terrorist organization" have the meanings assigned to them in Sections 2252.151 and 2270.0001, Texas Government Code.

2.22 *Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure*.

If Grantee or contractor, subcontractor, or subrecipient of Grantee, if applicable, is required to access or control the State's critical infrastructure as defined in Section 2275.0101, Texas Government Code, and Section 117.001, Texas Business and Commerce Code, Grantee certifies, pursuant to Section 2275.0102, Texas Government Code, and Section 117.002, Texas Business and Commerce Code, neither it nor its parent company, nor any affiliate of Grantee or its parent company, nor any subcontractor of Grantee, if applicable, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2275.0103, Texas Government Code, or (2) headquartered in any of those countries.

2.23 *Foreign Adversary Check*.

Grantee certifies that neither the Grantee nor any of its holding companies or subsidiaries are: (1) listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); (2) listed in Section 1260H of the 2021 NDAA; (3) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or (4) controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

2.24 *Entities that Boycott Energy Companies*.

If the Grantee is required to make a certification pursuant to Section 2276.002, Texas Government Code, the Grantee certifies that the Grantee does not boycott energy companies and will not boycott energy companies during the term of the Grant Agreement. If the Grantee does not make that certification, the Grantee must explain why the certification is not required.

2.25 *Entities that Boycott Israel*.

If the Grantee is required to make a certification pursuant to Section 2271.002, Texas Government Code, the Grantee certifies that the Grantee does not boycott Israel and will not boycott Israel during the term of the Grant Agreement. If the Grantee does not make that certification, the Grantee must state why the certification is not required. The term "boycott Israel" as used in this paragraph has the meaning assigned by Section 808.001, Texas Government Code.

2.26 *Prohibition on Out-of-Scope Activities*.

Grant funds, including any associated cash or in-kind match, may not be used for the following out-of-scope activities:

1. Promoting or facilitating the violation of federal immigration law (e.g., training community members to evade immigration enforcement authorities);
2. Inculcating or promoting gender ideology as defined in U.S. Presidential Executive Order 14168, "*Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government*";
3. Promoting or facilitating discriminatory programs or ideology, including illegal DEI and "diversity, equity, inclusion, and accessibility" programs that do not advance the policy of equal dignity and respect, as described in U.S. Presidential Executive Order 14173, "*Ending Illegal Discrimination and Restoring Merit-Based Opportunity*" and in Governor Abbott's Executive Order GA-55, "*Relating to State Agencies Complying with the Color-blind Guarantee of our State and Federal Constitutions by Prohibiting All Forms of Government Race Discrimination*". This prohibition is not intended to interfere with any federal or state statutory obligations, such as funding for Historically Black Colleges and Universities (HBCUs), culturally specific services, and disability programs;
4. Activities that frame domestic violence, sexual assault, or other violent crimes as systemic social justice issues rather than criminal offenses (e.g., prioritizing criminal justice reform or social justice theories over victim safety and offender accountability);
5. Generic community engagement or economic development without a clear link to violence prevention, victim safety, or offender accountability;
6. Programs that discourage collaboration with law enforcement or oppose or limit the role of police, prosecutors, or immigration enforcement in addressing violence against women and/or other aspects of public safety;
7. Awareness campaigns or media that do not lead to tangible improvements in prevention, victim safety, or offender accountability;
8. Initiatives that prioritize illegal aliens over U.S. citizens and legal residents in receiving program services and support;
9. Excessive funding for consulting fees, training, administrative costs, or other expenses not related to measurable violence prevention, victim support, and offender accountability.
10. Research projects; and
11. Any activity or program that unlawfully violates a state and/or federal Executive Order.

Failure to comply with this condition may result in the OOG, in its sole discretion, terminating any grant made by the OOG to Grantee, and Grantee must return all funds received from the OOG for any grant terminated under this certification.

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 §§ 1681-1684, and 1685-1688), 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. Section 523 of the Public Health Service Act of 1912 (42 USC § 290dd-2,), as amended, relating to confidentiality of alcohol and drug abuse patient records;
8. Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601-3619), 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 (42 USC §§ 12111-12117; 12141-12150, 12161-12165; and 42 USC §§ 12181-12189), as amended, which prohibits discrimination against individuals with disabilities; and
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)); and

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 the 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.

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 by Grantee that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by the 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 the Simplified Acquisition Threshold, Grantees must submit a Procurement Questionnaire to the OOG for approval prior to procurement, which can be located at https://eGrants.gov.texas.gov/updates.aspx. 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 the OOG. It is within the OOG's sole discretion to approve any subcontracting. If Grantee should determine it is necessary or expedient to subcontract for any of the performances herein, Grantee understands and agrees that Grantee will be responsible to the OOG for any subcontractor's performance under this Grant Agreement. In no event shall this provision or any other provision of this Grant Agreement be construed as relieving Grantee of the responsibility for ensuring that performance under this Grant Agreement, and any subcontracts thereto, is rendered in compliance with all the terms of this Grant Agreement. If Grantee uses a subcontractor for any of the work required, the following conditions will apply:

6.2.1 Grantee, in subcontracting for any performances specified herein, expressly understands and agrees that subcontracting will be solely at Grantee's expense, and the OOG shall not be liable in any manner to Grantee's subcontractor(s); and

6.2.2 Grantee will be the sole point of contact for the OOG.

6.3 Buy Texas.

To the extent reasonably applicable, the Grantee represents and warrants that it 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 as required by Section 2155.4441, Texas Government Code.

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 the 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 200.310-200.330. This documentation must be maintained by the Grantee, according to the requirements listed herein, and provided to the 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 the OOG, the Grantee must make proper disposition of the equipment pursuant to 2 CFR 200.313(e) and 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 $10,000 or greater, any firearms, any items on the Prohibited or Controlled Expenditures list, and the following equipment with costs between $500 and $9,999: 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* Section

403.271(b), Texas Government Code, 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 at https://fmx.cpa.texas.gov/fmx/pubs/spaproc/index.php.) 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 the 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 ofthe 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 the 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 the OOG with a copy of the certification received from DPS Crime Records Division.

8 Information Technology

8.1 *Information Security and Privacy*.

The Grantee must maintain and protect any information it receives, compiles, or creates as a result of this Grant Agreement in accordance with any applicable federal, state, and local laws and regulations. The Grantee agrees that all information, documents, and communications between the Grantee and the OOG (i) shall be treated as confidential; (ii) shall not be used or disclosed by the Grantee for any purpose other than providing the activities within the scope of this Grant Agreement; and (iii) shall not be disclosed to any third-party for any purpose unless the disclosure is required by law or the OOG expressly consents in writing in advance of each disclose. The Grantee shall employ and maintain appropriate information security procedures to protect against the unauthorized acquisition, use, or disclosure of any personal information under applicable laws, including Personal Identifying Information or Sensitive Personal Information, as those terms are defined in Chapter 521, Texas Business and Commerce Code, that it receives, compiles, or creates as a result of the Grant Agreement to ensure compliance with any agency requirements of the OOG and/or any applicable international, federal, state, and local laws, regulations, and ordinances. Unless required by law to disclose, the Grantee agrees to maintain the confidentiality of information received from the OOG and the State of Texas during the performance of this Grant Agreement, including, but not limited to, Sensitive Personal Information, Personal Identifying Information, personal financial information, financial account numbers, account access information, computer passwords, social security numbers or information that is confidential by law or otherwise subject to a lawful exception from the disclosure. In the event of an unauthorized acquisition, use, or disclosure of the OOG's information by the Grantee, its employees, representatives, subcontractors or other agents in the performance of the Grantee's duties, the Grantee shall (i) immediately notify the OOG in writing; (ii) assume and comply with any applicable remedial requirements required by law; (iii) bear all costs of such compliance and remediation; and (iv) provide the OOG with information regarding the breach and the progress of any remedial efforts if requested. The obligations of the Grantee under this Section will survive this Grant Agreement and must be included in all subcontracts in which the subcontractor may have access to personal information.

The Grantee shall endorse the OOG's requirements and adhere to the Information Technology Security Standards of the State of Texas and the OOG. From time to time and on the request of the OOG, the Grantee may be required to execute written information security or non-disclosure agreements as deemed necessary by the OOG to strictly comply with any applicable confidentiality or information security requirements or applicable laws, regulations, and protective orders. The Grantee is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities may include, but are not limited to, identification of security, privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of this Grant Agreement. In addition, the OOG may periodically assess the Grantee's privacy and security services related to providing the activities under this Grant Agreement to ensure all obligations are being met to manage and mitigate risk.

To the extent applicable, if the Grantee is authorized to access, transmit, use or store data for the OOG, the Grantee must meet the security controls the OOG determines are proportionate with the OOG's risk under this Grant Agreement based on the sensitivity of the OOG's data. If the Grantee is providing cloud

computing services to the OOG, pursuant to Section 2063.408, Texas Government Code, the Grantee must truthfully represent and warrant that it complies with the requirements of the state risk and authorization management program (TX-RAMP), and the Grantee agrees that throughout the term of the Grant Agreement, it shall maintain its certifications and comply with TX-RAMP program requirements in the performance of the Grant Agreement. Upon request, the Grantee must provide to the OOG evidence that the Grantee meets required security controls and maintains a TX-RAMP certification.

8.2 Technology Accessibility.

If applicable, the Grantee will comply with the applicable State of Texas Accessibility standards for Electronic and Information Resources established by the Texas Department of Information Resources (DIR), including as set forth in Title 1, Chapters 206 and 213, Texas Administrative Code, when such products are available in the commercial marketplace or when such products are developed for the OOG. This includes, but is not limited to, any website redesign or redevelopment services in support of the OOG's websites. Such sites shall comply with the most current WCAG level AA and applicable accessibility standards.

Likewise, if applicable, the Grantee shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) or Completed Accessibility Conformance Report (ACR) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act). A Grantee not supplying a URL to their VPAT or ACR must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding obtaining a copy of the VPAT or ACR is located at http://www.section508.gov.

8.3 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, provided by the Texas Department of Public Safety in accordance with Article 67.053, Texas Code of Criminal Procedure, 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.

8.4 Blocking Pornographic Material.

The Grantee 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.

8.5 *Cybersecurity Training*.

Local units of governments represent and warrant that they will comply with the Cybersecurity Training and Artificial Intelligence training requirements described in Section 772.012, Section 2054.5191, and Section 2063.103,Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 and Sections 2063.103-2063.104,

Texas Government Code, are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible.

8.6 *Artificial Intelligence Disclosure*.

The Grantee certifies that Grantee shall disclose each artificial intelligence system it may use to complete any activity or a portion of any activity under this Grant Agreement. "Artificial intelligence system" means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. The Grantee warrants not to use an artificial intelligence system to perform the Grant agreement without prior written consent of the OOG.

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 up to 15% of modified total direct costs, which may be used indefinitely. A Grantee that elects to use the de minimis indirect cost rate, must advise the 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, Subpart F. For state funded awards, audit requirements can be found in the TxGMS.

10.2 *Single Audit Requirements*.

Any Grantee expending more than $1,000,000 in state or $1,000,000 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.

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

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, Texas Government Code, the Texas 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 is acceptance of the authority of the Texas 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 other entity that is the subject of an audit or investigation by the Texas State Auditor's Office shall provide the Texas State Auditor's Office with prompt access to any information the Texas State Auditor's Office considers relevant to the investigation or audit. The Grantee further agrees to cooperate fully with the Texas 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 Texas 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 the OOG to comply with any rules and procedures of the Texas State Auditor's Office in the implementation and enforcement of Section 2262.154, Texas Government Code.

B. The Grantee agrees to comply with the grant monitoring guidelines, protocols, inspection, assessment, review, audit, and procedures established by the OOG and any federal funding agency, and to cooperate with the OOG and any relevant federal agency, or their authorized representatives, related to any services provided under this Grant Agreement, including on any compliance review or complaint investigation conducted by the Federal sponsoring agency or the OOG and on all grant monitoring requests, including requests related to desk reviews and/or site visits. Within the timeframe specified by the OOG, the Grantee will remedy any weaknesses,

deficiencies, noncompliance, or audit exceptions found as a result of a review by the OOG, the Federal sponsoring agency, or their authorized representatives. Such remedy may include a refund or offset of Grant payments, or any other appropriate actions deemed necessary by the OOG. The Grantee's failure to comply with this requirement shall be grounds for termination of the Grant Agreement for reason of default.

C. The Grantee shall maintain adequate records that enable the 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 the 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 the OOG to ensure proper accounting for all costs and performances related to this Grant Agreement.

D. The OOG may request documented proof of payment. Acceptable proof of payment includes, but is not 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 the OOG, the State Auditor's Office, the Comptroller General, and any relevant federal or state 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 the OOG a copy of its most recent independent financial audit. If requested, the Grantee shall submit to the 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. The OOG may make unannounced monitoring visits at any time but will, whenever practical, as determined at the sole discretion of the 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 the 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 the 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 the OOG, including the OOG asking for more information regarding project performance or funds expenditures. In the event the OOG requires additional information regarding the information or data submitted, the Grantee will provide the additional information within the timeframe specified by the OOG. The Grantee shall assist the OOG in responding to questions and

providing information responsive to any audit, legislative request, or other inquiry regarding the grant award. Upon the request of the OOG, the Grantee must submit to the OOG any additional documentation or explanation the OOG may desire to support or document the requested payment or report submitted under this Grant Agreement.

I. If, after a written request by the OOG or a relevant federal agency, the Grantee fails to provide required reports, information, documentation, or other information within the deadlines set by the OOG or the relevant federal agency, as required by this Grant Agreement, or fails to fulfil any requirement in this section, then the OOG may consider this act a 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 Grantee's access to grant funds; referral to relevant agencies for audit review; designation of the recipient as a high-risk Grantee; or termination of this Grant Agreement.

J. The Grantee certifies that it shall hold any subcontractors or subgrantees to the provisions of this section and shall 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 Agreement. 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 No Third-Party Beneficiary Rights.

This Grant Agreement is not intended to and shall not be construed to give any third party any interest or rights, including, without limitation, any third-party beneficiary rights, with respect to or in connection with any agreement, subcontract, or provision contained herein or contemplated hereby.

10.5 Requirement to Address Audit Findings.

If any audit, financial or programmatic monitoring, , inspection, assessment, investigations, review of awards, or other compliance review reveals any weaknesses, Grant Agreement noncompliance, audit exceptions, 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 the 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 the OOG.

The 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 the OOG may impose other requirements that the 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 the 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 the OOG within the time period specified by the OOG and to the satisfaction of the OOG, at the sole cost of the Grantee. The Grantee shall provide to the OOG periodic status reports, as required by the OOG, regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

10.6 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 the 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 200.302, TxGMS, and state law. Records shall be maintained by the Grantee and made available to the OOG and its authorized representatives.

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. The OOG or the Federal Funding Agency may direct a Grantee to retain documents for longer periods of time or to transfer certain records to the OOG or federal custody when the 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, the OOG, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, documents, financial records, reports, files, other papers, things or property belonging to or in use by Grantee, and any other information pertaining to the performance of this Grant Agreement for the purposes of audit, review, inspection, copying, and audit, including records concerning the past use of grant funds. This right of access applies to services provided or performed by, or financial records pertaining to, all contracts, subcontracts and subgrants. The Grantee shall provide proper facilities for such access and inspection, or otherwise promptly make such records available to the OOG or its authorized representatives through the production or

copying of any documents or information required by the OOG at the Grantee's expense. 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 shall have a publicly-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 the 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 Explicitly Religious Programs and Services.

11.1.1. A Grantee may not use grant funding to engage in explicitly religious programs or services, such as proselytizing, scripture study, or worship. Such programs or services must be voluntary and separate in time or location from grant-funded programs or services.

11.1.2. Notwithstanding Section 11.1.1, a Grantee's receipt of otherwise-allowable grant funding for physical improvements to a Grantee's premises—such as bullet-resistant glass, reinforced doors, or bollards—does not prohibit explicitly religious programs or services on the Grantee's premises merely because the Grantee benefits from such improvements.

11.1.3. Grantees, including Grantees other than faith-based organizations, shall not discriminate against a current or prospective beneficiary of a grant-funded program, service, or benefit based on a person's religion or religious belief in the delivery of programs, services, or benefits funded by the grant.

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 shall 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, including foreign government, without the express prior approval of the 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, including foreign government, it will notify the OOG to obtain the appropriate disclosure form.

E. Grant funds may not be used to employ, as a regular full-time, part-time, or contract employee, a person who is required by Chapter 305, Texas 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, Texas Government Code to register as a lobbyist.

F. Grant funds—whether expended by the Grantee or by any subgrantee or subcontractor—shall 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 or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award, any extension, amendment, modification, or renewal of the award.

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

11.3 Generally Prohibited Expenditures.

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

D. Fundraising activities

[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).

E. ,Contributions, and donations (except as received from a third party to meet matching funds requirements);

F. Lobbying;

G. Alcoholic beverages;

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

I. Fines and penalties;

J. Defense of fraud proceedings; and

K. 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), its subsidiaries, or successor entities 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), implemented for federal awards at 2 CFR § 200.216(b), 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 the OOG via eGrants. Unless otherwise specified by the 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 the OOG on or before the liquidation date or the grant funds may lapse, and the OOG may 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, the 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 the OOG, through Advance Payment Requests. Upon OOG approval of a Financial Status Report or Advance Payment Request, a payment will be issued 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 the 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.

The OOG shall 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. The OOG shall not pay unauthorized costs or 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 the OOG; (4) the charges and expenses shown on the Request for Reimbursement are reasonable and necessary; and (5) any required supporting documentation is attached.

12.4 Generally Accepted Accounting Principles.

The Grantee shall adhere to Generally Accepted Accounting Principles (GAAP) unless other recognized accounting principles are required by the Grantee. The Grantee shall follow the OOG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Agreement. The Grantee's accounting system must include an accurate and organized file or records system for accounting and financial purposes for providing backup materials for billings.

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 the 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 the OOG.

12.6 *Refunds and Deductions*.

If the 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 or allowable allocable costs, the Grantee shall return to the OOG the amount identified by the OOG as an overpayment. The Grantee shall refund any overpayment to the OOG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OOG unless an alternate payment plan is specified by the 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 the OOG.

12.8 Duplication of Funding.

If Grantee receives any funding that is duplicative of funding received under this grant, they will notify the OOG as soon as possible. The 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 the 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 shall 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 the OOG. This evaluation includes a reassessment of project activities and services to determine whether they continue to be effective.

Grantees shall submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by the OOG or its designee. If requested by the OOG, the Grantee shall report on the progress towards completion of the grant project and other relevant information as determined by the 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 the Grantee's activities and services effectively address and achieve the project's stated purpose.

13.2 Report Formats, Submissions, and Timelines.

The Grantee shall provide to the OOG all applicable reports in a format and method specified by the OOG. The Grantee shall ensure that it submits each report or document required by the OOG in an accurate, complete, and timely manner to the OOG or the Federal sponsoring agency, as specified by this Grant Agreement or the OOG, and the Grantee shall 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 the OOG shall be submitted within the timeframe specified by the OOG

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 the 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, the OOG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time the Grantee was placed on financial hold.